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ABSTRACT

Responses of 62 member libraries from the Association of Research Libraries (ARL) to a survey conducted by the Systems and Procedures Exchange Center (SPEC) about library policies and practices related to the fair use of unpublished manuscript materials indicates that recent court decisions and the current debate over fair use affect library acquisition and access to unpublished collections. Most libraries indicate that they have not stopped collecting manuscripts or making them available to users as a result of recent court cases, but some responded that they have changed their copying policies. The survey results are presented in this kit in combination with sample documents used in member libraries. Gift and deposit contracts are included from 18 member libraries. Use policies, manuscript use, and photoduplication request forms are also presented from 18 member libraries. An essay, "The Nature of the Fair Use Problem: The Statute and the Judicial Standard as They Impact Unpublished Materials," (Angie Whaley LeClercq) is presented for further reading, and a list of 14 selected readings is included. (SLD)

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SPEC

SYSTEMS AND PROCEDURES EXCHANGE CENTER

Kit 192

Unpublished Materials: Libraries and Fair Use

ED 364 234

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SPEC

SYSTEMS AND PROCEDURES EXCHANGE CENTER

Flyer 192

Unpublished Materials: Libraries and Fair Use

June 1993

INTRODUCTION

The Supreme Court has emphasized that fair use analysis as it applies to unpublished materials requires a case by case consideration of the relevant facts as they relate to the judicial and statutory standard. In October 1992, Congress and the President acted to resolve the question of the applicability of fair use to unpublished materials. Public Law 102-492 states that "the fact that a work is unpublished shall not by itself bar a finding of fair use." However, the question of what constitutes fair use in any individual case remains, and courts will undoubtedly look to the weighing of factors in such recent court cases as *J.D. Salinger v. Random House, New Era Publications v. Henry Holt Inc., Wright v. Warner Books, Inc.*, and *Harper & Row v. Nation* in making a particular fact-based determination.

In August of 1992, Angie Whaley LeClercq, University of Tennessee, Knoxville, conducted a survey of 107 US academic members of the Association of Research Libraries to discover how the recent court decisions and legislation regarding fair use of unpublished manuscript materials such as letters, diaries, and manuscripts were affecting library policies and practices.

SURVEY RESULTS

Responses were received from 62 ARL libraries, with the majority of respondents (57) indicating that they have not stopped collecting manuscripts or making them available to their users (48) because current case law may limit a scholar's fair use of this material.

When asked whose responsibility it is to abide by fair use guidelines when paraphrasing or quoting from unpublished materials held by the library, the majority of respondents (53) stated that it was the user's responsibility, with the remaining 6 responses stating that it is the joint responsibility of the library and the user.

Librarians face the double challenge of serving their donors as well as their users. In meeting this challenge, 35 libraries responded that they do protect donors' interests by placing restrictions on the use of unpublished materials; 26 libraries reported having a standard library use agreement requiring users to, in most instances, get both the library's and copyright holder's permission before quoting or paraphrasing. On the user's behalf, 25 libraries attempt to secure for their users a right of scholarly use when purchasing or receiving collections of unpublished manuscripts, including such a provision in the contract with the seller or donor. The forms submitted with survey responses show that many libraries try to secure this right of use either by contract at the time of purchase, or through an assignment of copyright from a donor.

When asked if the library places restrictions on the use of unpublished manuscripts, 35 libraries answered yes, and 28 libraries stated that they did not place restrictions on use.

While most libraries responding (52) liberally copy unpublished materials for their users, some responded that recent court decisions and legislation have caused them to change or alter their photocopying policies. Such policy changes include the library securing the copyright holder's permission before photocopying unpublished materials or asking that users contact the copyright owner for permission to reproduce unpublished manuscripts.

ISSUES AND TRENDS

The fair use decisions in recent court cases and the current debate over determination of fair use continue to effect library acquisition and access to unpublished collections. There is a pressing need for libraries to develop a concise and specific set of policies and forms to use with donors and users as well as to periodically evaluate their relevance and effectiveness. There is an ongoing need, as well, for librarians and users to monitor developments in the courts and in the legislative arenas in order to exercise their fair use rights.

J.D. Salinger v. Random House, Inc., 650 F. Supp. 413 (S.D.N.Y. 1986), 811 F. 2d 90 (2nd Cir. 1987); *New Era Publications v. Henry Holt*, 695 F. Supp. 1493 (S.D.N.Y. 1988), 684 F. Supp. 808 (S.D.N.Y. 1988),, 884 F. 2d 659 (2nd Cir. 1989), 904 F. 2d 152 (2nd Cir. 1990). *Wright v. Warner Books, Inc.*, 748 F. Sup *Harper & Row v. Nation*, 471 U.S. 539 (1985)p. 105 (S.D.N.Y. 1990), 953 F. 2d 731 (2nd Cir. 1991).

This Kit and Flyer was compiled by Angie Whaley LeClercq, Special Assistant to the Dean of Libraries, University of Tennessee, Knoxville, edited by C. Brigid Welch, Director for Information Services, and was prepared as part of the OMS Collaborative Research/Writing Program.

SYSTEMS AND PROCEDURES EXCHANGE CENTER

Unpublished Materials: Libraries and Fair Use

A SPEC Kit compiled by
Angie Whaley LeClercq, University of Tennessee, Knoxville

June 1993

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In 1993, the Systems and Procedures Exchange Center (SPEC) celebrates its 20th year of promoting experimentation, innovation, and improved performance in the field of library management through the publication of the SPEC Kit series. Established in 1973, the primary goal of the SPEC Program is the identification of expertise and the encouragement of its exchange among library staff. SPEC serves as a central information exchange among ARL members and other members of the library community world-wide for information useful for strengthening library operations and programs. Through survey and review processes, SPEC gathers, analyzes, and distributes information on the management of human and material resources in libraries, including current library issues, trends, and management techniques.

SPEC Kits contain timely, valuable information on topics of interest in libraries today. Documentation found in SPEC Kits includes survey results, policy statements, handbooks, manuals, cost studies, user studies and results, procedural statements, planning materials, issue summaries, and selected reading lists.

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SPEC

SYSTEMS AND PROCEDURES EXCHANGE CENTER

Kit 192

Unpublished Materials: Libraries and Fair Use

June 1993

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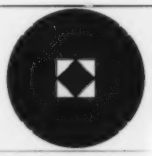
ASSOCIATION OF RESEARCH LIBRARIES  OFFICE OF MANAGEMENT SERVICES

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SURVEY RESULTS

Survey Results

In August of 1993, the author surveyed Association of Research Libraries to discover how the decisions in Salinger, New Era and Wright were affecting library policies and practices. The survey confirmed that librarians have not stopped collecting manuscripts or making them available to their users. It also showed that librarians expect that their manuscript users will abide by the guidelines of fair use. Librarians face the double challenge of serving their donors as well as their users. In meeting that challenge they are doing a very effective job. The two sets of forms that are included in this survey show that librarians have carfefully planned both their acquisitions of manuscripts as well as the conditions of use. Users are "kindly" assisted and are clearly put on notice that the material is copyright-protected and that they must abide by fair use guidelines. What many librarians do not do is to provide their users with a clear statement of what fair use is. While the following analysis of fair use decisions in Salinger, New Era and Wright makes clear that there is no magic formula for abiding by fair use, it is also clear that some factors are more important than others. Librarians should share this knowledge with their users so that they will be better informed about the choices they make in terms of quoting and paraphrasing.

Of the 107 surveys sent out, 62 completed forms were returned. Below are the nine questions with library responses.

1. Has your library curtailed the acceptance or purchase of unpublished manuscripts, i.e. letters, diaries, notes, etc., because current case law may limit a scholar's fair use of this material?
   Yes: none No: 57

2. When your library purchases or receives as a gift collections of unpublished manuscripts, do you secure the assignment of copyright from the holder?
   Yes: 27 No: 27

   Do you have a standard assignment form?
   Yes. 21 No: 23

3. When your library purchases or receives collections of unpublished manuscripts, do you contract with the seller or donor for a right of scholarly use?
   Yes: 25 No: 27

4. Does your library attempt to ascertain the copyright owner of unpublished manuscript materials within larger collections to assist users in obtaining permission to use?
   Yes: 20 No: 41

   If so, do you do so at the point of acquisition or use?
   At point of acquisition: 7
   At point of use: 13

5. Does your library place restrictions on the use of unpublished manuscripts?
   Yes: 35 No: 28

   Do you have a standard library use agreement that you would be willing to share with us?
   Yes: 26 No: 26

6. Whose responsibility does your library assume it is to abide by fair use guidelines when scholars paraphrase or quote from unpublished materials held by your library?
   Library's responsibility: none
   User's responsibility: 53
   Join responsibility of library and user: 6

7. Does your library photocopy unpublished manuscripts for users?
   Yes: 52 No: 3

   If not, do you allow users to make their own photocopies?
   Yes: 7 No: 15

8. Do you have other types of policies and practices with regard to unpublished manuscripts in your collections that you would be willing to share with us?
   Yes: 16 No: 37

9. Have you changed your policies or practices with respect to either acquisition or use since the Second Circuit opinions in Salinger, New Era and Wright?
   Yes: 5 No: 48

   If so, in what ways?
   1) Now secure the copyright holder's permission before photocopying unpublished materials
   2) Placed a no-photocopy restriction on J.D. Salinger's materials, also at request of donor
   3) In the near future the MSU libraries will address the issue of fair use in light of the recent court decisions (Michigan State University)
   4) Ask users to contact the copyright owner for permission to reproduce unpublished manuscripts
   5) Yes—altered policy regarding photocopying; No—acquisition policy has not changed

---

The author wishes to acknowledge the work of Ms. Anne Langley, who did the survey analysis.

SYSTEMS AND PROCEDURES EXCHANGE CENTER

QUESTIONNAIRE ON FAIR USE OF UNPUBLISHED MANUSCRIPTS

ASSOCIATION OF RESEARCH LIBRARIES

OFFICE OF MANAGEMENT SERVICES

Questionnaire on Fair Use of Unpublished Manuscripts

The first three questions deal with policies and practices of library acquisition of unpublished materials.

1. Has your library curtailed the acceptance or purchase of unpublished manuscripts, i.e. letters, diaries, notes, etc., because current case law may limit a scholar's fair use of this material? Yes ☐ No ☐

   If so, please provide an example: _____

   _____

2. When your library purchases or receives as a gift collections of unpublished manuscripts, do you secure the assignment of copyright from the holder? Yes ☐ No ☐

   Do you have a standard assignment form? (If so, please provide a copy.) Yes ☐ No ☐

3. When your library purchases or receives collections of unpublished manuscripts, do you contract with the seller or donor for a right of scholarly use? Yes ☐ No ☐

   (Please provide a copy of a typical contract with either a donor or a seller of unpublished materials.)

This second set of questions deals with arrangements by libraries for the scholarly use of unpublished collections of manuscripts.

4. Does your library attempt to ascertain the copyright owner of unpublished manuscript materials within larger collections to assist users in obtaining permission to use? Yes ☐ No ☐

   If so, do you do so at the point of acquisition or use? _____

5. Does your library place restrictions on the use of unpublished manuscripts? Yes ☐ No ☐

   Do you have a standard library use agreement that you would be willing to share with us? (If so, please provide a copy.) Yes ☐ No ☐

(continued)

Questionnaire, continued

6. Whose responsibility does your library assume it is to abide by fair use guidelines when scholars paraphrase or quote from unpublished materials held by your library?

Library's responsibility: ☐
User's responsibility: ☐
Joint responsibility of library and user: ☐

7. Does your library photocopy unpublished manuscripts for users? Yes ☐ No ☐

If not, do you allow users to make their own photocopies? Yes ☐ No ☐

8. Do you have other types of policies and practices with regard to unpublished manuscripts in your collections that you would be willing to share with us? (Please attach a policy statement or explanation to this questionnaire.) Yes ☐ No ☐

9. Have you changed your policies or practices with respect to either acquisition or use since the Second Circuit opinions in Salinger, New Era and Wright? Yes ☐ No ☐

If so, in what ways? _____

_____

Please attach any comments about problems you have experienced with either the acquisition or use of unpublished manuscripts. (Or e-mail your comments to: LECLERCQ@UTKLIB.LIB.UTK.EDU)

Your name: _____ Phone: _____

Institution: _____ E-mail address: _____

Mailing address: _____

Please return this questionnaire by September 30, 1992 to Angie LeClercq, Special Assistant to the Dean of Libraries, University of Tennessee Libraries, Knoxville, TN 37996-1000.

SYSTEMS AND PROCEDURES EXCHANGE CENTER

GIFT AND DEPOSIT CONTRACTS

ASSOCIATION OF RESEARCH LIBRARIES OFFICE OF MANAGEMENT SERVICES

UNIVERSITY OF BRITISH COLUMBIA LIBRARY

Donor Agreement Form

The Library of the University of British Columbia acknowledges receipt from:

Name:

Address:

the following manuscripts / records:

_____ _____

(Date) (for the University Librarian)

I hereby make a gift and assign to the Special Collections and University Archives Division, Library of the University of British Columbia, for the use of the Library, the above named papers / records.

The papers / records described are open to those qualified to use the material with any restrictions noted below:

Restrictions:

_____ _____

(Date) (Signature of Donor)

UNIVERSITY OF CALIFORNIA, BERKELEY

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

THE BANCROFT LIBRARY

GIFT AGREEMENT

BERKELEY, CALIFORNIA 94720

I/We,_____, herewith present to the Regents of the University of California, irrevocably and for the use and purposes of The Bancroft Library, all right, title, and interest in the following materials received in the Library on_____:

Further, I transfer and assign all copyrights that I possess in this material to The Regents of the University of California except as noted below.

Even if copyright is not granted, persons given access to these materials may, unless otherwise stated, make single reference photocopies in lieu of notetaking.

I agree that this material may be made available for research according to the established procedures of The Bancroft Library, subject only to those restrictions specified below.

The Bancroft Library may dispose of duplicate or unwanted items as it sees fit, except as specified below.

Date:_____ Signed:_____
Donor

Address:_____

Taxpayer Identification or Social Security Number:

_____

_____ Telephone:_____

If corporate/joint gift, name of corporate/joint donor:

The Bancroft Library hereby gratefully accepts this gift to the Regents of the University of California in accordance with the conditions specified above.

Date:_____ Signed:_____
Library Representative

Staff:_____/_____

PRELIMINARY
DEED OF GIFT AGREEMENT
CASE WESTERN RESERVE UNIVERSITY LIBRARY
DEPARTMENT OF SPECIAL COLLECTIONS

I, _____, of _____, own and desire to give to the Case Western Reserve University Library the following described property which was transferred to the Case Western Reserve University on _____, 19_____, and which consists of _____cubic feet contained in _____boxes.

DESCRIPTION OF PROPERTY:

PROPERTY RIGHTS: Now therefore I convey and transfer to the Department of Special Collections the above described property irrevocably and subject to no conditions or restrictions whatsoever, except as may be related to access.

LITERARY RIGHTS AND COPYRIGHT: I hereby dedicate such literary rights and copyright to the Department of Special Collections as I may possess in these items and in any other research materials in their custody.

ACCESS: These items shall be available for research to qualified scholars commencing _____, _____.

DUPLICATION: At the authority of the Department of Special Collections these items, which may include but are not limited to manuscripts, tape recordings and photographs, may be duplicated for the purpose of interlibrary loan to scholars and for reference deposit at other research centers. All duplicate copies will be subject to the identical terms promulgated in this agreement.

REFERENCE SERVICES: It is understood that the Department of Special Collections will provide reference services to this collection upon request by the Donor.

In full accord with the provisions of this Deed of Gift, I hereunto set my hand,

_____ _____
Donor Date

_____ _____
Head, Department of Special Collections Date

AGREEMENT
CASE WESTERN RESERVE UNIVERSITY LIBRARY
DEPARTMENT OF SPECIAL COLLECTIONS

I, _____, of _____
_____, own and desire to give to the Department of Special Collections, the following described property which I transferred or am transferring on _____. I convey and transfer to the Department of Special Collections the property described below, irrevocably and subject to no conditions or restrictions whatsoever. Further, they may also dispose of any of these items in the future as they see fit.

DESCRIPTION OF PROPERTY:

In full accord with the provisions of this agreement, I hereunto set my hand.

_____ _____
Donor Date

_____ _____
Head, Department of Special Collections Date

INSTRUMENT OF GIFT

Archives & Rare Books Department
of the
University of Cincinnati Libraries

I, , (of/as legal agent for) , (own/am empowered to give) to the Archives & Rare Books Department of the University of Cincinnati Libraries the following described property:

Description of Property:

_____

1. Property Right: Upon transfer to the Archives & Rare Books Department, the above described property is conveyed irrevocably to the University of Cincinnati.

2. Literary Copyrights: Any literary copyrights such as the donor may possess in this property or in any other property in the custody of the Archives & Rare Books Department are hereby dedicated to the public.

3. Duplication: The Archives & Rare Books Department reserves the right to duplicate or reproduce this property for purposes of preservation, security, and/or dissemination for research purposes. Single copy reproductions may be made available to researchers for any purpose (other than/including) commercial use as authorized by the Archives & Rare Books Department.

4. Disposition: The Archives & Rare Books Department reserves the right to transfer portions of this property to other divisions or departments of the University of Cincinnati Libraries; and to dispose of such portions of this property which the Department may deem lacking in permanent value after first offering those portions to the donor.

5. Additions: Additions to this property shall be subject to the terms of this instrument of gift.

6. Access: This property shall be open to qualified researchers subject to access policies of the Archives & Rare Books Department.

7. Transfer: Transfer of (the first portion of) this property to the Archives & Rare Books Department shall be made on or before _____, 19 .

In full accord with the provisions of this instrument of gift, I hereunto set my hand.

_____ _____
Donor/Legal Agent Date

_____ _____
Head, Archives & Rare Books Department Date

_____ _____
Dean & University Librarian Date

Historical Collections

University of Colorado at Boulder

DEED OF GIFT

Name of Donor _____ Phone _____

Address _____

_____

I/we hereby donate and assign to the Regents of the University of Colorado the following described property (including any future additions I/we may make to it):

_____

_____

The items and materials described herein shall be maintained and administered in accordance with the established policies set forth by the Historical Collections Division, University Libraries, University of Colorado at Boulder. I/we agree to vest all the incidents of absolute ownership in the University of Colorado, including copyright and including without limitation the right to reproduce, adapt, publish, perform, or publicly display the materials unless otherwise specified below:

_____

_____

Any part of the materials not retained by the Historical Collections Division shall be:

_____ Returned to Donor

_____ Disposed of by the University

_____ Other (explain) _____

_____

_____ _____

Date Signature of Donor

Accepted on behalf of the University of Colorado Board of Regents by:

_____ _____

Curator Date

Western Historical Collections
University of Colorado at Boulder

Deposit Agreement

We_____(depositor), hereby deposit with the Western Historical Collections, University Libraries, Univeristy of Colorado at Boulder the following described property (hereinafter referred to as the materials).

_____

The deposit of these materials shall be subject to the following terms, conditions, and restrictions hereinafter set forth:

1. That title to the materials shall remain in the possession of the depositor until such time that the depositor may pass title to part or to all of the materials to the Unviersity of Colorado.

2. That the depositor shall retain all copyrights contained in the materials except for those copyrights retained by any publishing company, organization, agency, corporate entity, or individual(s).

3. That the depositor shall exonerate the University of Colorado of all liability for the loss or damage to the deposited materials as a result of deterioration, theft, fire, or other catastrophe.

4. That the depositor shall allow open and unrestricted access to the materials, unless otherwise specified in writing herein. (See Appendix A attached hereto).

5. That the materials shall be maintained and administered in accordance with established policies set forth by the University of Colorado.

6. That the depositor may make subsequent donations of materials of historical interest to the Western Historical Collections, University Libraries, University of Colorado at Boulder, under the same terms, conditions, and restrictions described herein.

7. That the University of Colorado may dispose of any of the materials it deems to have no permanent or enduring historical value and that the depositor shall designate the proper disposition of such materials not retained according to the following: (depositor to initial)

_____ Returned to Depositor

_____ Disposed of by the University

_____ Other (explain) _____

_____

_____

We (depositor) understand and agree to the terms, conditions, and restrictions described herein:

Signed _____
Depositor

Date _____

The foregoing deposit of papers and other historical materials is accepted on behalf of the University of Colorado Board of Regents by:

Signed _____
Curator

Date _____

APPENDIX A

We _____(depositor) agree that the materials may be made available for research on an unrestricted basis subject only to those restrictions which may be specified below:

Access:

Other:

Form, DEED, University of Florida, Department of Special Collections, 9/92, ck

Gift of Papers and Other Historical Materials

of

_____

to the

University of Florida Foundation, Inc.
for use by the
George A. Smathers Libraries, Department of Special Collections
University Archives

1. Subject to the terms and conditions hereinafter set forth, I, _____ (hereinafter referred to as the Donor), hereby give, donate, and convey to University of Florida Foundation, Inc. for use by the George A. Smathers Libraries, University Archives (hereinafter referred to as the Donee,) my papers and other historical materials (hereinafter referred to as the Materials).

2. This transsfer is a gift, and the legal title, copyright and literary property rights in so far as I hold them to the Materials shall pass to the Donee upon their delivery to the Donee.

3. Following delivery, the Materials shall be maintained by the Donee in the University Archives. At any time after delivery the Donor shall be permitted to freely examine any of the Materials during the regular working hours of the University Archives.

4. It is the Donor's wish that the Materials be made available for research as soon as possible, consistent with the general policy of the University Archives.

5. Subject to the restrictions imposed herein, the Donee may dispose of any of the Materials which the Donee determines to have no permanent value or historical interest, provided that prior to any such disposal and during the lifetime of the Donor the Donor shall be notified thereof, and at the Donor's request, the Materials proposed for disposal shall be returned to the Donor. If in the opinion of the Archives the Materials should be preserved in a different physical form, such as microform or digital recording, the Archives may perform the necessary processing and the original Materials shall be disposed of as provided herein.

6. In the event that the Donor may from time to time hereafter give, donate, and convey to the Donee, for deposit in the University Archives, additional papers and other historical Materials, title to such additional papers and other historical Materials shall pass to the Donee upon their delivery, and all of the provisions of this instrument of gift shall be applicable to such additional papers and other historical Materials so donated and delivered shall be prepared and attached hereto.

Signed:_____
Donor

Date:_____

The foregoing gift of the papers and other historical Materials of the Donor is accepted by the University of Florida Foundation, Inc., on behalf of the Smathers Libraries subject to the terms and conditions heretofore set forth.

Signed:_____
Donee

Date:_____

Georgetown University

AGREEMENT OF GIFT

between

and

Georgetown University Library
Washington, D.C. 20057-1006

I, the undersigned, hereby give and transfer to the Georgetown University Library, together with literary rights in the same, where applicable, the following:

[description of material]

This gift is made subject to the following conditions:

(1) Preservation and Access. Books and other printed materials shall be processed and stored in accordance with standard policies and procedures of the Georgetown University Library. The collection of papers and other related material shall be processed and stored in the Special Collections Division of the Library and shall be known as . Access shall be open to Georgetown faculty, students, and other researchers, in accordance with the standard policies and procedures of the Georgetown University Library.

(2) Photoreproduction. Persons granted access to the collection may procure, or be supplied with, single-copy reproductions of the unpublished papers contained in the collection, when not in violation of copyright. For reasons of security, preservation, or service, Georgetown University may, when consistent with its policies, reproduce, transcribe, or copy all or part of the collection. All reproductions, transcriptions, or copies shall be subject to the provisions for access as herein set forth.

(3) Literary rights. The literary rights possessed by the undersigned in all unpublished manuscripts are also hereby transferred to the said Georgetown University Library.

Date: _____. _____.

For the Georgetown University Library:

Date: _____. _____.

University Librarian

02/24/86

GEORGIA INSTITUTE OF TECHNOLOGY

PRICE GILBERT MEMORIAL LIBRARY

ATLANTA, GEORGIA 30332

DEED OF GIFT

In accordance with the terms and conditions set forth herein, I (we) _____, of _____, as sole owner (s) and/or author (s) of the materials decribed in the attached Exhibit A and made a part herefof do hereby convey, transfer, assign, and deliver any rights, title, and interest with all literary rights which I (we) possess, to the Georgia Institute of Technology.

1. The Depositor hereby warrants that it has good and clear title to the aforementioned materials and agrees to hold the Institute harmless for any claim, suit, or action arising out of any alleged defect in title.

2. The Institute shall provide a suitable depository for the materials and maintain and preserve materials in accordance with standard archival practices.

3. The Institute shall make the materials available to qualified researchers, without restriction subject to the Institute's standard practices. Any restrictions on access as requested by Depositor shall be noted below along with a date of termination.

4. The Institute shall have the right to determine what use shall be made of the materials which are the subject of this Deed of Gift. The Institute will return or otherwise dispose, according to the Depositor's stipulations set forth below, any materials which are determined to have no permanent value or historical interest, or which the Institute cannot permanently house.

5. Copies of the materials shall be made upon rquest of researchers in accordance with the policies of the Institute unless special designation is so made below with a date of termination.

RESTRICTIONS OR OTHER CONDITIONS OF GIFT:

DISPOSITION OF SURPLUS MATERIALS:

RELATIONSHIP OF DONOR TO CREATOR OF PAPERS:

In **WITNESS WHEREOF,** I (we) have signed this Deed on this _____ day of _____,19_____

_____

Donor

Accepted and received this _____ day of _____,19_____

_____

Agent for the Library

S A M P L E

I, (donor), do hereby give to the Massachusetts Institute of Technology (Institute) the papers and other materials described in the Appendix attached, all copyrights which I have in such materials, and all literary and artistic property rights which I have in such materials as are unpublished, including the right of first publication and all copyrights, whether such property rights are conferred by law, statute or equity, except in such works as have been generally published prior to the date of this agreement.

Such papers and other materials, and all copyrights which I have in such materials and all of the aforementioned literary and artistic property rights in such materials shall be administered by said Institute in accordance with the regulations and procedures of the Institute Archives.

The Archivist may dispose of or transfer materials which will not be maintained in the permanent collection.

_____ _____

(donor) Date

The gift herein above described is accepted on behalf of the Massachusetts Institute of Technology, subject to the terms, conditions, and restrictions herein set forth.

_____ _____

Allan S. Bufferd Date
Deputy Treasurer
Massachusetts Institute of Technology

CERTIFICATE OF GIFT
MICHIGAN STATE UNIVERSITY LIBRARY
East Lansing, MI 48824-1048

This undersigned unconditionally donates to the Michigan State University Libraries the following described property: (Attach additional pages, if necessary.)

to be used and/or disposed of by MSU Libraries in its unrestricted discretion; and for myself, my heirs, executors, assigns and distributees, I waive all present and future rights (including copyright) in and to said property.

(optional)

My estimated value of this donation is $_____.
If the estimated value is $5,000 or more, please attach copies of the statement of value from a qualified appraiser and IRS Form 8283.

Name _____ Telephone _____

Address _____

City _____ State/Country _____

Signature of Donor _____ Date _____

Signature of Witness _____ Date _____

Address _____

City _____ State/Country _____

DONOR: _____, _____
Last Name First Name

UNIVERSITY OF MINNESOTA
TWIN CITIES

DEED OF GIFT TO THE MANUSCRIPTS DIVISION

UNIVERSITY OF MINNESOTA LIBRARIES

COLLECTION:

I, as the owner of the item(s) described below, do desire to give, irrevocably and unconditionally, all rights, title, and interest in the described property to the Manuscripts Division, University of Minnesota Libraries.

It is distinctly understood by me that all incidents of absolute ownership of the property shall vest in the University, including copyright (insofar as it is held by Donor) and including without limitation the right to reproduce, adapt, publish, distribute, perform, or display the property. If less than these entire interests are given, specify below:

This material is given with the understanding that it will be preserved, organized, and utilized according to the Regents Policy on Gifts to the University Library and in accordance with policies and practices of the Manuscripts Division.

DATED:

DONOR: DATE:

CURATOR: DATE:

Manuscripts Division
University Libraries
826 Berry Street
St. Paul, Minnesota 55114
(612) 627-4199

THE OHIO STATE UNIVERSITY

Cartoon, Graphic, and
Photographic Arts
Research Library

27 West 17th Avenue Mall
023L Wexner Center
Columbus, OH 43210-1393

Phone 614-292-0538
FAX 614-292-7859

Instrument of Donation

Name of Donor _____

Address _____
Street City State Zip

Phone _____ Date material received _____

I hereby donate the items and materials as described on the attached inventory to The Ohio State University Libraries to become its permanent property. Any items within the collection which are not retained shall be returned to the donor or disposed of by the Libraries.

I certify that the above described is free and clear of any encumbrances, that I am the lawful owner of same and that I am making this gift free and clear of any influence to do so by the University or its fund raising staff.

The items and materials will be housed in The Ohio State University Libraries to be administered in accordance with its established policies. I agree that this material may be made available for study and research on an unrestricted basis subject only to those restrictions which may be specified below.

_____ _____
Donor signature Date signed

Receipt of the above material is hereby acknowledged with appreciation on behalf of The Ohio State University Libraries.

_____ _____
(for The Ohio State University Libraries) Date

_____
Title

To be completed in duplicate with both copies signed by the donor and returned to the repository to be signed by the curator/librarian. One signed copy will be returned to the donor.

6/87

DRAFT

DEED OF GIFT

TO

THE UNIVERSITY OF OKLAHOMA

WESTERN HISTORY COLLECTIONS

I,_____, hereinafter referred to as the Donor, hereby give, donate, and convey to the University of Oklahoma for inclusion in the collections of the Western History Collections and for administration therein by the authorities thereof, the following described property:

In making this gift, it is my purpose and intention to vest in the University of Oklahoma all the incidents of absolute ownership of the above-described property, and any additional papers, materials, or other property that I may send to the Western History Collections from time to time in the future, subject to the following terms and conditions:

1. Title. Title to the above-described property, and any additional papers, materials or other property that I may send to the Western History Collections from time to time in the future, shall pass to the University of Oklahoma as of the date of receipt of said property by the Western History Collections.

2. Access. (Donor should indicate his selection of one of the optional provisions below. Please check one.)

_____ It is the Donor's wish that the papers, materials, and other property donated to the University of Oklahoma by the terms of this instrument be made available for research and/or public view in the Western History Collections as soon as they have been received, arranged, and catalogued. The materials shall be made available for such purposes in accordance with the regulations and policies of the Western History Collections governing access to its holdings.

_____ It is the Donor's wish that the papers, materials, and other property donated to the University of Oklahoma by the terms of this instrument be made available for research and/or public view in the Western History Collections. At the same time, it is the Donor's wish to guard against the possibility of these materials being used to embarrass or otherwise injure any living person. Therefore, in furtherance of these objectives, the following stipulations concerning the use of the donated materials are imposed by the Donor:

(a) Identification of specific materials to which access is to be restricted:

(b) Terms and conditions of restricted access (e.g.... (1) to whom do restrictions apply; (2) who may waive restrictions; (3) who will remove restrictions; and (4) when may restrictions be removed:

All materials not placed under seal in accordance with the foregoing stipulations shall be made available for research and/or public view in accordance with the regulations and policies of the Western History Collections governing access to its holdings.

3. Copyright. (Donor should indicate his selection of one of the optional provisions below. Please check one.)

_____ The Donor hereby gives, donates, and conveys to the University of Oklahoma all literary, artistic, and intellectual property rights in the unpublished materials that have hereby been given or that may later be given by the terms of this instrument to the Western History Collections, including without limitation the right to reproduce, adapt, publish, perform, or publicly display said materials.

_____ The Donor retains to himself/herself during his/her lifetime all literary, artistic, and intellectual property rights in the unpublished materials that have hereby been given or that may later be given by the terms of this instrument to the Western History Collections, following which these rights will become the sole property of the University of Oklahoma.

_____ The Donor retains to himself/herself, his/her heirs, successors, and assigns, all literary, artistic, and intellectual property rights in the unpublished materials that have hereby been given or that may later be given by the terms of this instrument to the Western History Collections.

4. Disposition. Any portions of the papers, materials, and other property donated to the University of Oklahoma by the terms of this instrument that are not retained by the Western History Collections should be disposed of as follows:

(Donor should indicate selection of one of the options below)

_____ Returned to Donor

_____ Disposed of by the Western History Collections

_____ Other

Signed: _____ _____
Name Date

_____

_____ _____
Address

Acceptance: THE UNIVERSITY OF OKLAHOMA

_____ _____
Curator, Western History Collections Date

UNIVERSITY of PENNSYLVANIA

University Libraries
Special Collections Department
Van Pelt Library
3420 Walnut Street
Philadelphia, PA 19104-6206
215-898-7088

DEED OF GIFT

Name of Donor: **Telephone:**

Address:

Description of Gift:

Effective as of the date below, I assign and convey legal title and all literary property rights, including copyright, which I may have to the above-described materials, to the Trustees of the University of Pennsylvania, unless limiting conditions or restrictions are specifically stated herein:

Restrictions or conditions:

The University of Pennsylvania Libraries agree to preserve and make available to qualified researchers these materials in accordance with the Libraries' regulations and policies governing the use of such materials and in accordance with any stated conditions or restrictions.

Donor's Signature **Date**

Witness's Signature **Date**

PENN

PURDUE UNIVERSITY LIBRARIES

DEED OF GIFT AGREEMENT

I, _____, of _____
(address)

_____
own and now give to the Purdue University Libraries the following property which was transferred to the Purdue University Libraries on _____; _____
(date) (description

_____
of gift)

It is hereby agreed between the Purdue University Libraries and me that:

(1) Ownership of the property is irrevocably vested in Purdue University.

(2) Such literary rights as I now possess in the property described above are also irrevocably vested in Purdue University. If the donor does not possess complete literary rights, outstanding literary rights vested in others are as follows:_____

_____

_____

(3) The gift described above shall be available to qualified persons for research use commencing _____.
(date)

(4) With the permission of the Dean of Libraries, duplicate copies of the material described above may be made from the originals for the purpose of interlibrary loan and for reference deposit at other research centers. All duplicate copies will be subject to the same terms set out in this Agreement.

(5) Donor represents and warrants to donee that donor is the absolute owner of the property described above, that said property is free and clear of all liens, charges and encumbrances, and that donor has full right, power and authority to give said property to donee and to make this Deed of Gift Agreement.

_____

In full accord with the provisions of this Deed of Gift Agreement, I hereunto set my hand.

_____ _____
(Donor) (date)

Purdue University, by its duly authorized agent, hereby accepts the gift described above.

_____ _____
(Dean of Libraries) (date)

Revised
11/90

(Revised) November 1990

THE LIBRARIES OF PURDUE UNIVERSITY

GIFT ACCEPTANCE POLICY

This policy statement has been compiled for the information of library donors and Libraries staff members, and to establish uniformity in gift acceptance practice and criteria.

The acceptance of gifts to the Libraries and the procedures for acknowledging gifts are to be consistent with University policies relating to such matters. The Dean of Libraries is responsible for the acceptance of all gifts to the Libraries at Purdue University.

Gifts of Materials (Gifts in Kind). The Dean of Libraries is responsible for the acceptance of gifts of materials. However, the decision to accept and retain gifts of books and periodicals is usually delegated to the subject specialist for the field to which the gift pertains.

Criteria for acceptance and retention. Subject specialists will review gifts of materials and retain gifts meeting the criteria specified in collection development policies. Gifts outside the subject field will be sent to Gifts and Exchange for review by other subject specialists. Materials not accepted by subject specialists will be reviewed by the Head of Acquisitions to determine cash or exchange value and offered to other libraries or sold.

Conditions. No conditions as to location, circulation, use, disposal or marking may be attached to the donation unless such conditions are accepted by the Dean of Libraries.

Value of Gifts. The establishment of a gift's value for tax purposes is the responsibility of the donor. Because employees of the Libraries are representatives of the beneficiary, they cannot provide an appraisal of the value of gifts. The Head of Acquisitions can supply the names of qualified professional appraisers upon request. Appraisals are made at the donor's expense and may be tax deductible.

Donors having questions about tax deductions for gifts to the Libraries are referred to their local Internal Revenue Service offices and to IRS Publications 561 (*Valuation of Donated Property*) and 526 (*Charitable Contributions*). Copies of these publications are available for reference in the Acquisitions Department, located in Room 170, Stewart Center.

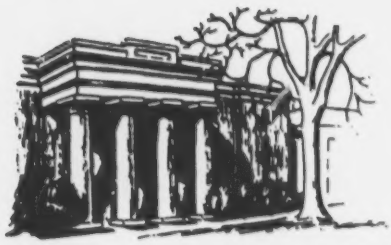
In 1985, the IRS placed additional reporting requirements on selected donors and recipients for gifts-in-kind for $5,000 or more. As a result, the University has established special procedures for gifts-in-kind received from certain donors. Further, there are special procedures in place if the University disposes of these gifts within two (2) years of receipt. These procedures for receiving gifts and disposing of property are designed to meet IRS requirements. Gifts-in-kind which fall into this category will be referred to the Dean of Libraries prior to any acceptance of such gifts.

Gifts of manuscripts or other unpublished materials. Gifts of original materials for which ownership or right to use is not clear, such as unpublished manuscript or typescript materials, photographs, letters, notes, or tape recordings require that the donor should complete and sign a "Deed of Gift Agreement." A sample copy is attached.

The Deed of Gift Agreement shall be countersigned by the Dean of Libraries. The original signed copy of the Deed of Gift Agreement will be forwarded to and retained by the Special Collections Librarian.

Acknowledgements. All gifts will be appropriately acknowledged.

White - SCL
Canary - Donor



SOUTH CAROLINIANA LIBRARY

THE UNIVERSITY OF SOUTH CAROLINA
COLUMBIA, SOUTH CAROLINA 29208

DECLARATION OF GIFT AND ACKNOWLEDGEMENT OF RECEIPT

The South Caroliniana Library gratefully accepts from:

Name of Donor or Agent : _____
Address : _____
_____

the following materials:

The Donor(s) assigns and conveys to The University of South Carolina, for the use of the South Caroliniana Library, all legal title, property and copyright to the materials described above (and any future additions), and any literary property rights which The Donor(s) possesses to the contents of any of the donor's letters or writings in other colections of The South Caroliniana Library unless limiting conditions are specifically stated as follows:

It is further agreed and understood that The South Caroliniana Library shall incur no financial encumbrances of any kind with this gift.

Items not retained by The South Caroliniana Library shall be:

[ ] disposed of at the discretion of The South Caroliniana Library (including transfer to other repositories)
[ ] returned to the donor
[ ] other, describe:

This form constitutes a full agreement by and between the undersigned parties. No amendments, deletions or modifications to this agreement shall be valid unless stated in writing and signed by the undersigned parties. Final approval of all gifts is with the Director of The South Caroliniana Library.

_____ _____
Signature of Donee Signature of Donor(s)

_____ _____
Date Date

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, N.Y. 12230

THE NEW YORK STATE LIBRARY

Manuscripts and Special Collections

Deed of Gift

to the

New York State Library

The Manuscripts and Special Collections of the New York State Library gratefully acknowledges the gift and conveyance from:

Name: _____

Address: _____

of the following papers and/or other materials:

_____

_____

_____

I, the donor, hereby make a gift of, and assign to the Regents of the University of the State of New York and the New York State Library, these papers and/or other materials and any further additions I may make to it.

Title to these papers and/or other materials is transferred to the New York State Library upon the signing of this deed of gift.

I relinquish any literary rights in these unpublished papers and/or other materials or those which may be added to the collection at a later time.

It is my wish that these papers and/or other materials donated to the New York State Library shall be available for researchers in accordance with the policies and procedures for research in the Manuscripts and Special Collections, except for the following limiting conditions:

_____

_____

_____

In addition, I agree that these papers and/or other materials may be reproduced, exhibited and/or published. I agree that persons granted access to these materials may make single copies of items for research purposes.

_____ _____

Date Donor

_____ _____

Date For the New York State Library

Explanation of Deed of Gift

The deed of gift is used to legally assign to the New York State Library the papers and other materials described therein and to insure their access to researchers. The deed of gift expedites and clarifies the gift of the papers and the terms of their use by researchers.

The deed not only transfers title of the papers, but also any literary rights which are possessed by the owner of the papers. This enables scholars to quote readily from the papers. Ownership of literary rights resides with their creator only, and the deed only transfers the title of physical ownership. Transfer of ownership of the collection does not necessarily include transfer of literary rights of the papers such as letters, diaries,and manuscripts of other organizations and persons than the donor.

Though most collections do not require restrictions on research use and the State Library does not encourage such limiting conditions, the donor may wish to limit the use of parts of a collection for a period of time. The option is available to donors, however. The State Library does retain the right to refuse gifts for which restrictions would constitute denial of access to the collection for an unreasonable period of time.

Virginia Polytechnic Institute
and State University

DONATION AGREEMENT

WHEREAS, Beverly Willis, FAIA, of New York, New York, holds personal and professional papers; and

WHEREAS, the International Archive of Women in Architecture of the Virginia Polytechnic Institute and State University Libraries desires to serve as the permanent repository for these papers; and

WHEREAS, Beverly Willis desires that these papers be safely stored, maintained, preserved, protected, and made available to historians and other qualified researchers, she is willing to donate thereof to the University Libraries, but only on the conditions set forth below:

(1) The Special Collections Department of the University Libraries (hereafter called "the Library") will store, preserve, protect, and make available the papers in accordance with standard archival practice. The collection will become part of the International Archive of Women in Architecture, an archive in the Special Collections Department. The collection will be kept in an air-conditioned area with year-round temperature and humidity conditions of approximately 70 degrees F and 50% RH. All materials, whenever possible, will be stored in acid-free folders and boxes.

(2) The Library will organize the collection and create a guide to it. The Library will not discard items from the collection. If any items are found not to be suitable for archival preservation, they will be returned to Ms. Willis.

(3) The Library will provide reasonable security and will take such precautions as may be necessary to protect the collection, including locked stack areas and the registering of the identity of persons who are allowed access to it. The collection may be used only in the Special Collections reading room, and may not be removed from the Carol M. Newman Library, except as noted in (4) below.

(4) The Library will provide telephone and mail reference service to Ms. Willis with respect to her papers, and will furnish photcopies of such items as may be requested by Ms. Willis without charge. Should Ms. Willis request to borrow selected original materials from the collection, a separate agreement will be arranged that will define the time limit of the loan.

(5) No financial consideration will be part of this agreement.

(6) This agreement will be construed in accordance with Virginia law.

THIS AGREEMENT is executed this 3rd day of April, 1992, by Ms. Beverly Willis and the University Libraries of Virginia Polytechnic Institute and State University.

ATTEST: _____

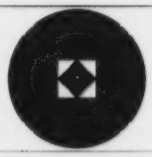
By _____
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

ATTEST: _____

By _____
BEVERLY WILLIS

SYSTEMS AND PROCEDURES EXCHANGE CENTER

USE POLICIES, MANUSCRIPT USE, AND PHOTODUPLICATION REQUEST FORMS

ASSOCIATION OF RESEARCH LIBRARIES  OFFICE OF MANAGEMENT SERVICES

UNIVERSITY OF CALIFORNIA, BERKELEY

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

THE BANCROFT LIBRARY

BERKELEY, CALIFORNIA 94720

PROCEDURE FOR REQUESTING PERMISSION TO PUBLISH MANUSCRIPT MATERIALS IN THE BANCROFT LIBRARY

1. Address the request in writing to the Head of the Manuscripts Division.

2. List material to be published, giving collection name and call number.

3. Indicate whether the material is to be quoted, cited, or reproduced in facsimile.

4. State how the material is to be used: the type of publication, proposed title, publisher's name, and expected date of publication.

5. Indicate the nature of the publication: e.g. scholarly, popular, commercial, etc.

6. The Bancroft Library does not hold the copyright to all of the original materials in its collection. In those cases where copyright resides elsewhere, permission for publication is given on behalf of The Bancroft Library as owner of the physical manuscripts and is not intended to include or imply permission of the copyright holder, which must also be obtained by the publisher.

7. By giving permission to publish a manuscript, The Bancroft Library does not surrender its own right to publish it or to give others permission to publish it.

8. The Bancroft Library requests a complimentary copy of all publications which rely heavily on its collections.

9. In citing materials, use the following format:

> Identification of the item, name of collection (call number), The Bancroft Library, University of California, Berkeley.
>
> e.g. Letter, 17 February 1849, from Orville Watson to James Holland, in Alexander Holland Papers (80/375 c), The Bancroft Library, University of California, Berkeley.

University of New Mexico
General Library
Special Collections Dept.
Manuscript Division

Date:_____
Mss no.:_____
Box no.:_____
Returned:_____
FOR LIBRARY USE ONLY

APPLICATION FOR USE OF MANUSCRIPT MATERIAL

Rules for use of manuscript material:

1. The use of all manuscript material is subject to the approval of the curator of manuscripts.
2. Manuscripts must be used in the Coronado Room. Only pencils may be used for note-taking.
3. The user will respect the fragile nature of manuscript material, will handle it with care and refrain from folding, tearing or marking it in any way.
4. Manuscript materials must be maintained in their original order. If xeroxing is required, it must be done by the Special Collections staff. Place markers provided with the items to be copied and complete a copy request form. Do not remove items yourself.
5. The user assumes full responsibility for conforming to the laws of libel and literary property rights which may be involved in use of any document preserved in Special Collections.
6. Manuscript material that is to be quoted must be cited in the following manner: Name of Collection, Special Collections Department, University of New Mexico General Library.

I have read, understand and express my intention to comply with the restrictions set forth above, and request permission to examine the manuscript material noted below.

Date:_____ Signature:_____

I wish to use the materials identified as:

Collection name:_____
Collection number:_____
Box number/s:_____

The subject of my research is:_____

The purpose of my research is: ___ a paper/thesis ____ an article/book
____ other (state):

Name (please print):_____

Local address:_____City:_____Zip:_____

Permanent address:_____City:_____Zip:_____

Application for the Use of _____
exact name of collection

DEPARTMENT OF SPECIAL COLLECTIONS

In accordance with the University Library's *Policies and Regulations Governing the Use of Manuscript and Archival Collections*, which I have read, I make application for the use of the collection specified above.

Name _____ Status: STU FAC STF VIS
(print)

Address _____
No. *Street*

_____
City *State* *zip code* *phone number*

The purpose for my use of this material is:

A [ ] paper [ ] thesis [ ] dissertation for _____ at _____
Degree or class *institution and department*

A [ ] book [ ] article to be published by _____
publisher or periodical (if known)

The scope and subject of my research, stated briefly, is *(describe and give title if possible)*:

_____

_____

I agree to publish no portion of this material without the written permission of the writer, or his heirs or assigns, and the Director of the University of Chicago Library. I also assume sole responsibility for any infringement of the literary rights, copyrights, or other rights pertaining to this material.

Signature _____ Date _____ Approval Granted by _____

* *

REQUEST SLIP AND RECORD OF USE

Location:

Departmental use only

Date of Use	Box/ Series	Folder No.	Other Identification	Paged by & Date	Charge	Dis- Charge	Returned by & Date

SC 3 - 89

POLICIES AND REGULATIONS GOVERNING THE USE OF MANUSCRIPT AND ARCHIVAL COLLECTIONS

The University of Chicago's basic policies support freedom of research and the unrestricted dissemination of the results of research. The following policies governing the use of manuscript materials are intended to be as liberal as possible with due consideration given to the needs of all scholars, the restrictions imposed by authors or the laws concerned with literary rights, the nature of the materials, and the physical preservation of the manuscripts.

CONSULTATION

1. Any person of good conduct may make written application to the Curator for permission to examine manuscripts. Permission, subject to any general restrictions on access imposed by the writer, the donor, or the Library, will be granted at the discretion of the Curator to qualified and properly accredited persons whose purposes are acceptable.

2. Manuscript materials may be used only in the appropriate Library reading rooms. No manuscripts may be taken from these reading rooms without specific permission in writing from the Director or an Associate Director of the Library. Manuscript users are required to conform to the regulations governing handling and note-taking which are printed in the Library's regulations or which may be specified by the Curator.

COPYING

3. Manuscripts may not be copied by any process unless the applicant has given, by his signature on the attached application form, written assurance to the Curator that no document or substantial portion of a document will be published or reproduced without the permission of the writer or his legal representative and the Director of the Library.

4. Permission to copy will normally be granted upon receipt of such assurance, provided that no restrictions against copying the materials in question have been imposed by the writer, the donor, or the Library. Copies are intended solely for the use of the applicant; no further copies may be made without the Library's permission.

5. Photocopies or microfilm of manuscripts may be secured through the Library's Department of Photoduplication. A written request should be sent to the Department of Special Collections specifying exactly the materials and passages to be copied and the kind of reproduction wanted.

PUBLICATION

6. Permission to examine or to copy a manuscript does not convey the right to publish or to reproduce the material. Publication privileges may be secured only upon the joint authorization of the Director of the Library and the holder of the literary rights, and, in some instances, the original donor of the material. (The owner of the literary rights may be the writer himself, his heirs or assigns, his legal representative, or in some cases, the Library of the University.)

7. Permission to publish a manuscript or a substantial portion thereof will ordinarily be granted by the Director of the Library provided that: the applicant appears competent to deal with the materials in question (as attested by the applicant's references or by his position); the contemplated research project meets commonly-accepted standards of scholarship; prior publication rights to the material have not already been reserved for another scholar; and written permission for the specific use intended has been secured from the holder of the literary rights.

8. Where permission to publish is granted, the applicant agrees a) to indicate in the published work that the original manuscript is located in the University of Chicago Library, and b) to assume full and complete responsibility for any infringement of copyright or literary rights that may grow out of use or publication of the material.

PRIOR RIGHTS

9. The University of Chicago claims no exclusive rights to the use or to the publication of manuscripts in its possession, nor will it extend such rights to others. In certain special cases, however, where it would seem to aid and advance research, specified scholars may be granted limited priority to publish designated manuscripts or portions of manuscripts. The Director of the Library may at his discretion, and after consultation with the Chairman or Dean of the faculty most nearly concerned, grant such a priority right for a reasonable and definitely-stated period, which may be extended, upon written application, at the Director's discretion. When such a priority has been granted, the right of others to consult the designated manuscript shall not be curtailed by such action, but the right to quote or to publish the manuscript will normally be granted to others only with the consent of the person to whom the prior right has been granted.

10. In giving permission to copy or publish a manuscript, the Library does not surrender its own right to publish the manuscript or to give others the right to publish it though it would normally refrain from either action until the first-permitted publication has occurred, or the allotted period of time has elapsed. While the Library will endeavor to protect and assure scholarly rights, it cannot guarantee such protection.

SC 3 89

Rare Book and Manuscript Library — Columbia University Libraries
MANUSCRIPT REGISTRATION

Name (please print) _____ Local Address _____

Permanent Address _____

Columbia Affiliation _____ Other Affiliation _____

PURPOSE OF STUDY

Thesis or research paper Institution _____ Degree _____

Subject (be specific) _____

Research for Publication (please check)

Book _____ Periodical Article _____ Other (Please specify) _____

Subject _____

Other purpose _____

Permission to examine manuscripts is granted for reference purposes only. It does not include permission to reproduce or to publish the material consulted by the reader.

Permission to publish all or any part of the materials must be obtained from the Librarian for Rare Books and Manuscripts, Columbia University Libraries. Each request must include a detailed description of the proposed publication. The Columbia Libraries grant publication permission solely as owner of manuscripts, and such permission does not include literary rights, which must be obtained from the author, his heirs, legal representatives, or assigns.

Permission for photographic or other reproduction of manuscripts may also be granted but for reference purposes only. Reproduction costs are to be paid by the reader, and all copies are to be returned to the Rare Book and Manuscript Library upon completion of the reader's research.

I have read the rules governing the use of manuscripts in the Columbia University Libraries, and I hereby apply for permission to read and take notes from the materials listed below.

Date_____ Signature _____

COLLECTION **DESCRIPTION OF MATERIALS**

Rare Book & Manuscript Library

GEORGE D. WOODS MANUSCRIPT READING ROOM

6th floor East Side Butler Library

Librarian for Rare Books & Manuscripts: 854-2231
Assistant Librarian for Manuscripts: 854-6481
Reference Center: 854-5153, 3528

HOURS Monday - Friday..... 9 am - 4:45 pm

Hours change during vacation periods, summer sessions and intersessions. Consult appropriate schedules posted in the library, or write to the Librarian for Rare Books & Manuscripts before your visit.

COLLECTION The Manuscript Department is the University's major repository for collections of original papers, letters, manuscripts and documents. Numbering 24,000,000 manuscripts, filed in 2,000 separate collections, the holdings include major original resources in nearly all subjects and academic disciplines. The holdings are especially strong in: English and American history and literature; American publishers and literary agents; business and banking; librarianship; international affairs organizations; social work; and oral history.

The Bakhmeteff Archive of Russian and East European History and Culture contains collections relating to 20th century Russia and the Soviet Union, and the Russian emigré communities in Europe and the United States after 1917. In addition, the Herbert H. Lehman Papers, in the International Affairs Building, houses his personal and professional papers. Other manuscript collections are housed in the Avery Library, East Asian Library, Health Sciences Library, and the Law Library. Information concerning the University's administrative records may be obtained from the Secretary of the University, 308 Low Memorial Library.

ACCESS The collections are available for the use of Columbia University faculty and students, those in affiliated institutions, and researchers not affiliated with Columbia who are engaged in scholarly or publication projects. Non-Columbia undergraduates are required to apply in advance and to provide letters from their faculty advisers explaining their needs to use the collections.

Readers are required to register at the Reference Center, and to provide satisfactory identification (student ID, faculty card, driver's license, passport, or the like). Use of manuscripts will be facilitated by writing well in advance of a visit, which is especially important in the cases of collections restricted or closed by donors.

LOCATING MATERIALS The basic means of access to the collections are the files of description sheets and registers shelved at the desk in the Reference Center. Selected items are cataloged in greater detail in the correspondence and manuscript/document card catalogs. Readers should inquire of the librarian on duty for further information.

USE OF MATERIALS Readers should familiarize themselves with the Reading Privileges and Rules of the Rare Book and Manuscript Library, available at the Reference Center. Brief cases, book bags, and other luggage and outdoor clothing should be left in the checkroom or in the lockers on the 2nd floor (campus level) of Butler Library. Manuscripts do not circulate. Notes must be taken in pencil. Readers are permitted to use their own typewriters and tape recorders in this reading room.

Lectures on the resources in specialized areas and the use of materials can be arranged with the Librarian.

COPY SERVICES Photocopying, microfilming and photographic services are available. The physical condition of the original or donor restriction may limit photo copying, and the librarian on duty will advise the reader in these instances. Readers are not permitted to use their own copying equipment or cameras.

A limited number of copies of specific letters and manuscripts may be made as a service to individuals in those instances when extended use of texts is needed away from the Reading Room. They may not be used or transferred to any other person or institution without specific permission, and are to be returned to the library when the reader's active use has come to an end.

PUBLICATION PERMISSION Permission to publish materials must be obtained in writing from the Librarian for Rare Books and Manuscripts. The letter of application should specify the materials to be reproduced and should indicate the publication in which they will be used. Permission is granted insofar as the University is the owner of property rights and does not include literary rights. The library does not grant exclusive publication rights, but reserves the right to make its collections available for use and publication by anyone making application. No charge is made for scholarly publication of materials, but a fee for commercial publication, which varies according to the nature and extent of the use, is required.

Dartmouth College Library HANOVER · NEW HAMPSHIRE · 03755
Special Collections: Archives, Manuscripts, Rare Books · TELEPHONE: (603) 646-2037

Reproduction of Special Collections Materials

Many of the materials held in this department are extremely fragile. Therefore, certain items--scrapbooks, tightly bound volumes, early manuscripts, and bound newspapers, for example--will not be reproduced if the procedure may in any way injure the materials. The decision to prohibit reproduction will be made by the staff member at the reference desk; that decision is final.

Procedures:

Photocopies. Requests for photocopies may be made of the staff member at the reference desk. For photocopies of isolated documents or photographs within a body of archival records, manuscripts, or chronologically arranged Archives files, colored folders will be provided. The selected item is to be placed in the colored folder and returned upright--in place--within the box or file. In this way, copies may be made without disturbing the order of the materials. For photocopies of pages within a bound volume, either printed or manuscript, flags will be provided to indicate the precise page or pages to be copied. Researchers should feel free to request assistance in these procedures.

While every attempt will be made to complete photocopy requests in a timely manner, large orders may take several days to complete. Similarly, a request made late in the day will not be filled until the following day.

Photographs. Photographs can be provided of selected pages of books, illustrations, manuscripts, or original photographs. Consult with the staff member at the reference desk for the proper procedure.

Under normal circumstances, photographic requests require five working days to be filled. Orders can be expedited, but there is an additional fee for this service. Researchers planning to reproduce photographs in their publications should consult with the appropriate curator as publication fees may be charged.

Sound Recordings. Cassette tape copying of sound recordings can be arranged. The fee for this service is based on an hourly rate and generally requires two weeks to process a request. Consult with the staff member at the reference desk for further information.

(over)

Restrictions:

No copies in any form or format will be made if the staff member at the reference desk determines that the process may cause harm to the material. This decision is final.

Certain materials cannot be copied because of restrictions placed upon the item by the donor or agency of origin.

Hand-held copiers are not permitted.

In every case of reproduction, copyright law (Title 17 of the U.S. Code) and the doctrine of educational fair use (Section 107 of H.R. 2223) applies. The staff will not knowingly violate the letter or spirit of this law and doctrine.

There is a 200-sheet limit for copies relating to any one research project.

Permissions:

Although the Trustees of Dartmouth College possess physical property rights to unpublished materials through ownership, literary and artistic property rights normally reside with the creator or the creator's heirs or executors. The staff is willing to provide whatever assistance possible with respect to reproduction and publication permissions. However, it is the responsibility of the researcher to obtain the necessary permissions prior to publication.

Permission for publication must also be granted by the Trustees of Dartmouth College prior to publication or reproduction. This may be accomplished by consulting with the appropriate curator. In all cases, credit in publication should be given in the name of the Dartmouth College Library.

Charges:

Photocopies: On-campus requests will be charged at a rate of 10¢ per exposure. Departmental charges of less than $5.00 will not be accepted. Off-campus requests, by telephone or mail, will be charged at a rate of 50¢ per page with an $8.00 minimum copying fee. Off-campus members of the Dartmouth community--Alumni, non-enrolled students, faculty, and staff--will be charged at the on-campus rate.

Photographs: Consult with staff to obtain prices and charges.

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Rev-5-1-91

University of Florida
George A. Smathers Libraries
Department of Special Collections
Room 1 Smathers East
Gainesville, FL 32611

Patron Registration Form and Use Guidelines

Welcome to the Department of Special Collections. The collections held within this department comprise unique, scarce, rare, and fragile materials, which, because of their importance, require special handling. Please read these guidelines carefully.

1. *Readers are required to register and provide appropriate identification. Patrons must leave briefcases, bags, packs and other non-essential personal property on the book shelves at the reading room entrance.*

2. *Reading Room hours are 8:00 am to 5:00 pm, Monday through Friday. No material will be paged after 4:45 pm. Use of the Special Collections reading room is restricted to readers using Special Collections.*

3. *Books and manuscripts do not circulate and must be used in the reading room.*

4. *Patrons are required to use pencils for note-taking. No pens or highlighters are allowed. Portable word processors and typewriters are permitted if sufficiently quiet. Notebooks or pads should not be laid on top of materials in the course of note-taking.*

5. *Patrons are required to wear cotton gloves when handling photographs or when using fragile materials. These gloves will be supplied by the department.*

6. *To obtain materials, please fill out a call slip with the complete call number. Materials must be returned to the desk to be checked in upon completion of use.*

7. *All materials must be handled with the utmost care. Books must remain flat on the table and must not be held by hand, propped up, or stacked on other books.*

8. *The exact order and arrangement of all unbound and manuscript material must be kept intact.*

9. *All personal items taken into the reading room are to be presented at the desk for examination upon departure.*

10. *Photocopy requests must be approved by the collection curator. Copies must be made on machines located in the lobby of Smathers East and identification must be left with the desk attendant.*

I have read and understood these guidelines:

Name:_____ Date: _____
(Please Print)

Mailing Address: _____

City:_____ State: _____ Zip: _____

Social Security/I.D. #: _____ Phone: _____

Signature:_____ _____

If you are writing a Book or Theses/Dissertation we would be interested in placing a copy of it in our collections. If you are interested in doing this please list the title and projected date of completion below:

_____

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GEORGETOWN UNIVERSITY

Date:_____

Telephone: (202)-687-7444

The University Library

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A) Copies of items from the manuscript/university archival collection(s) listed below are provided for the research use of_____ with the following understanding:

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2. Copies will not be published or used commercially without the written permission of a) the owner of the copy/literary rights of the original material and b) Georgetown University Library.

3. ALL RESPONSIBILITY REGARDING COPY/LITERARY RIGHTS ARISING FROM THE USE OF THIS MATERIAL IS ASSUMED BY THE FOLLOWING (signature of agreement below):

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(Return signed agreement with payment; please make & retain a personal copy.)

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(Attach additional requests to this form.)

C) This order will be (Circle One): **Picked Up** **Mailed**

Bill to: _____ **Address:**_____

Telephone #s: (Home)_____(Office)_____

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For Staff Only

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Cost per page: _____

Payment received by:_____Date received:_____

Check $_____ Check # _____ Cash $_____ Budget Charge #_____

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Side 2 of 2

Georgetown University Library
Special Collections Division & University Archives

COPYING POLICY (Xerox/Photographic)

Ordering Copies

1) Copies (xerox/photographic) from all manuscript collections, Georgetown University Archives, rare books and graphics must be preapproved by the manuscripts librarian, university archivist, or rare books librarian, respectively.

2) Copies of extremely aged and fragile material will not be permitted.

3) The amount of copying permitted is restricted by staff time and availability, and will be based on the discretion of the respective librarian/archivist. **Researchers are encouraged to select no more than 20-50 pages for copying.**

4) Completion of orders is based on staff time and availability. For xeroxes, researchers should indicate on the billing form whether the order will be picked up or mailed. Billing and payment for all xerox orders must be completed BEFORE copies will be mailed. All photographic orders will be mailed (with invoice enclosed) unless division staff are instructed otherwise.

5) **Orders will not be completed on a while-u-wait basis.** Exceptions are granted for requests of 5 pages or less.

6) Costs for copies - Xerox copies: 25 cents per page.
Photographic copies: See separate price list.

Federal Law and Copy/Literary Rights:

1) Copies (xerox/photographic) of published material without the permission of the copyright holder are restricted by federal law to **excerpts** (not the whole) of books, articles, essays, etc., and to scholarly, noncommercial use only.

2) Copies of unpublished material, such as correspondence, all papers, and photographs from manuscripts collections, are permitted if the literary rights to the collection have been transferred to Georgetown University by the original owner or executor of the papers. For each collection, please check with division staff.

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PROCEDURE:

1) To order copies, please complete the correct form - specify xerox or photographic.

2) Make sure division staff are aware of what items are to be copied and that the correct form accompanies the original material.

3) **PLEASE DO NOT REMOVE ORIGINAL MATERIAL FROM FOLDERS.** Use paper strips (provided by staff on request) to mark the selected items. Use one strip per item. Identify the item on the strip. Place the strip **in front** of the item so that the strip is visible when the folder is replaced in the box.

Folders and contents should not be left standing upright in the box. Box covers should be replaced securely on all boxes.

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Archives and Records Management Department
Library and Information Center
Policies Governing the Use of Archival Materials

Use of Materials

1. *Use of materials requires registration and presentation of appropriate identification.*
2. *Keep all briefcases and portfolios off the table in the reading room.*
3. *No eating, drinking, or smoking is permitted in the reading room.*
4. *All materials must be used in the reading room. None will be circulated or loaned.*
5. *Use only pencils in the reading room. Do not make markings of any kind on archival materials or books. Do not remove annotations already present on materials.*
6. *Please handle all materials carefully.*
7. *Use only one document box at a time. Remove only one folder at a time. Do not remove items from the folders. The arrangement of the papers must be maintained. If it seems to you that the contents of a box or folder are out of order, please bring it to the attention of the department staff.*

Citations

When citing materials located in the Georgia Tech Archives, the form should be as follows:

Archives
Library and Information Center
Georgia Institute of Technology

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The Archives and Records Management Department will consider requests for limited reproductions of materials when such duplication can be done without injury to the material and when duplication does not violate donor agreements or copyright law. ***PERMISSION TO REPRODUCE DOES NOT CONSTITUTE PERMISSION TO PUBLISH.*** *Requests for duplicating certain materials may require the approval of the administrative office which created the materials. The Director of Libraries, or his/her designee, has the right at any time and without explanation to refuse requests or to limit the amount of material to be copied.* ***REPRODUCTIONS ARE TO BE USED FOR PERSONAL RESEARCH ONLY AND ARE NOT TO BE COPIED OR DISTRIBUTED IN ANY MANNER UNLESS AGREED TO BY THE DIRECTOR OF LIBRARIES OR HIS/HER DESIGNEE.***

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I have read the above statements and agree to abide by these statements. I agree that any use of Institute materials will adhere to copyright law, and any infringement will be my sole responsibility. I further agree that I am solely responsible for the use made of any material secured from the Institute and any liability resulting from use.

_____ *(Name)*

_____ *(Date)*

Rev. March 21, 1990

Archives and Records Management Department
Library and Information Center
Georgia Institute of Technology

Researcher Registration Form

Name: ***Date:***

Campus Address or Local Address: ***Telephone:***

Mailing Address (if from out-of-town): ***Telephone:***

Identification (check the most applicable):

_____***Tech Faculty/Staff***

_____***Tech Graduate/Undergraduate Student***

_____***Other*** _____

Subject and Purpose of Research (Please be specific; include dates, proper times, topics, etc.)

Date	*Title of Book, Serial, Archival Collection*	*Call No./Box No.*

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2. The Library reserves the right to refuse to copy any item, if such copying will either damage the material or impinge on copyright or other restrictions.

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7. Orders of more than $5.00 that will be mailed or picked up by the patron require a deposit.

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CHARGES

25¢	per photocopy page for copying rare book, manuscript or archival materials
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$10.00	per hour service charge for orders requiring more than one hour of staff time to complete

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Special Collections
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7/90

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Signature of researcher Date

Accepted by:

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Signature of archivist Date

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Room 14N-118
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UNIVERSITY OF MIAMI
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REGULATIONS FOR THE USE OF PRIMARY SOURCE MATERIALS

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   *** Individuals must present two forms of identification, including one with a photograph. ***

2. **PRESERVATION OF PRIMARY SOURCE MATERIALS** requires that all briefcases, notebooks, packages and other materials be placed in designated locations. Individuals are responsible for the safekeeping of materials placed in their possession.

   Please refer to the "GENERAL REGULATIONS..." for additional instructions on the use of primary source materials.

3. **PERMISSION TO PUBLISH** primary source materials requires the completion and approval of the "PERMISSION TO PUBLISH" form. Fees may be associated with the approval of permission to publish selected materials. Restrictions on the publication of selected primary source materials may exist.

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5. **PHOTOCOPIES OF PRIMARY SOURCE MATERIALS** may be requested.

   Please refer to the "PERMISSION TO PUBLISH ..." for additional information on copyright issues relating to primary source materials.

*** Failure to adhere to the regulations for the use, reproduction and publication of primary source materials may result in the revokation of research privileges. ***

UNIVERSITY OF MIAMI
OTTO G. RICHTER LIBRARY
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Faculty ___ Graduate Student ___ Undergraduate ___

Staff ___ Other_____

Non-University of Miami

Faculty ___ Graduate Student ___ Undergraduate ___

Staff ___ Other_____

SUBJECT OF RESEARCH (Optional):_____

_____

****

I certify that I have read all regulations governing the use, reproduction and publication of primary source materials. I agree to abide by these regulations.

_____
(Signature of Individual) (Date)

_____
(Signature of Librarian) (Date)

UNIVERSITY OF MIAMI

OTTO G. RICHTER LIBRARY

ARCHIVES AND SPECIAL COLLECTIONS DEPARTMENT

REGULATIONS FOR THE PUBLICATION OF MATERIALS

1. Permission to publish materials held in this Department requires the individual to complete the application form (see: reverse side) and to receive signed approval from an authorized staff member.

2. Publication fees may be required. The Library retains the right to determine appropriate fees. Publication fees are charges in addition to fees required for the physical reproduction of materials, i.e., costs associated with the creation of a photographic print, etc.

3. Approval of the application authorizes publication in a single product (book, journal, etc.). Individuals agree not to sell, donate, transfer or otherwise use materials approved for publication for any other purpose.

4. Individuals assume full responsibility for observing all copyright, property and libel laws, and agree to exonerate, indemnify and hold the University of Miami harmless for any and all infringements of these and other applicable laws.

5. Proper credit shall be assigned to all published materials. Citations should include full bibliographic information and read:

   Archives and Special Collections Department, Otto G. Richter Library, University of Miami, Coral Gables, Florida.

(over)

UNIVERSITY OF MIAMI
OTTO G. RICHTER LIBRARY
ARCHIVES AND SPECIAL COLLECTIONS DEPARTMENT

APPLICATION TO PUBLISH MATERIALS

NAME (Please Print)_____
(Last) (First)

ADDRESS_____

TELEPHONE NUMBER_____DATE_____

****

COLLECTION TITLE:_____

Box No.	Folder No.	Description

VOLUME TITLE: _____

_____Pages_____

OTHER (Please Describe)_____

_____

_____

_____

_____

****

PUBLICATION TO UTILIZE MATERIALS CITED ABOVE (Title, Publisher):

_____

****

My signature certifies that I have read the rules and regulations governing the publication of materials in the Department, and that I shall abide by these statements.

_____
(Signature of Applicant) (Date)

_____
(Signature of Authorizing Staff Member) (Date)

MANUSCRIPTS DEPARTMENT
Southern Historical Collection/Southern Folklife Collection/University Archives
Wilson Library, CB#3926
The University of North Carolina at Chapel Hill
Chapel Hill, North Carolina, USA, 27599

RESEARCH AGREEMENT

All researchers using the resources of the Department must complete this form. The information you provide will help the staff assist you in your research, compile statistics, and provide for the security of the Collections. Please type or print clearly.

NAME: _____ DATE: _____

PERMANENT ADDRESS: _____ PHONE: _____

_____ ZIP: _____

LOCAL ADDRESS (if any): _____ PHONE: _____

INSTITUTIONAL AFFILIATION OR OCCUPATION: _____

ACADEMIC STATUS: (if any) _____ undergraduate _____ graduate student

_____ faculty _____ staff

RESEARCH PURPOSE (check all that apply): _____ class paper _____ thesis

__ historical research _____ classroom use _____ dissertation

____ genealogical research _____ literary research _____ pictorial research

__ discographical research _____ UNC administrative research

____ folklore research _____ other (please specify)_____

ANTICIPATED LENGTH OF STAY: _____

SUBJECT OF RESEARCH (please be specific): _____

_____

RESEARCH DIRECTOR/CLASS INSTRUCTOR (if any): _____ Dept: _____

PUBLICATION PLANS (if any): _____ article ____ book ____ sound recording

HOW DID YOU LEARN ABOUT OUR HOLDINGS? _____

PLEASE READ AND SIGN THE RULES OF THE DEPARTMENT PRINTED ON THE BACK OF THIS FORM

Staff Use Below This Line

I.D. _____ Signature on back _____ Checked in by _____

Special permission needed? _____ Received from _____

Comments _____

A 2 (Rev. 9/89) MAN-6

INFORMATION AND RULES OF THE DEPARTMENT

1. After proper registration, researchers are invited to use unrestricted materials of the department. Specific permission is required for use of the few groups restricted because of their fragile condition or in accordance with donor wishes.

2. The University Archives, repository for the permanently valuable official records of the University of North Carolina at Chapel Hill and of the General Administration of the University of North Carolina, operates in accordance with the provisions of the State Public Records Act, with unrestricted access to most archival records. However, access to and/or photo-duplication of certain record groups may be restricted when the records are fragile, when positive microfilm is available, or when federal or state confidentiality requirements pre-empt the open-access provision.

3. Materials may be used only in the quarters of the Department during regular hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 9:00 a.m. to 1 p.m. on Saturdays. No materials may be requested after 4:30 p.m. on weekdays or 12:30 p.m. on Saturdays, and researchers should turn in their materials fifteen minutes before closing time. Wilson Library is locked at 5 p.m. on weekdays, 1 p.m. on Saturdays.

4. After this form is completed (or updated), please present a driver's license or other picture ID to the attendant on duty, and sign the registration book each day, filling in all the requested information.

5. Please fill out a request slip for each group of materials you wish to see. Researchers using manuscript materials may have only one container at a time.

6. Researchers may take only pencil, paper, notes, computers and typewriters into the Search Room. All other items, including purses and briefcases, must be placed in the lockers provided. Search Room activities are monitored by closed-circuit television.

7. Researchers are asked to handle materials carefully, maintaining the established order and notifying a staff member if items are out of order or if a date has been misread.

8. A self-service copying machine is available in the Search Room. Please fill out the copying procedures form provided. All items must be examined by a staff member before they can be copied.

9. Please return materials no longer needed to a staff member at the public service desk. Notify the staff member if you wish to place materials on hold to be used another day. Items will be held up to one week.

10. Use of manuscripts, sound recordings, and other materials (except University Archives) are protected by provisions of the federal copyright law and by laws against libel and invasion of privacy. These regulations do not permit the copying of sound recordings by researchers. Taped copies of certain recordings can be made by staff, providing such a request complies with the "fair use" provision of the copyright statute. All restrictions should be meticulously observed, and each researcher must assume full responsibility for any legal questions that may arise from the use of departmental material.

11. Researchers using our material must cite it in the following manner: "in the Southern Historical Collection [the University of North Carolina Archives or the Southern Folklife Collection] of the Manuscripts Department, University of North Carolina, Chapel Hill."

12. I HAVE READ, UNDERSTOOD, AND BY MY SIGNATURE BELOW AGREE TO COMPLY WITH THE ITEMS SET FORTH ABOVE, IN ORDER TO USE THE MATERIAL IN THE CUSTODY OF THE MANUSCRIPTS DEPARTMENT, WILSON LIBRARY, UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL.

Signature _____ Date _____

NOTICE

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproduction of copyrighted material.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

I request single copies of the manuscripts listed on the other side of this form and agree to handle them in accordance with the Library's conditions specified there.

I have been warned of the obligation to observe copyright and promise to make only "fair use" of these copies in my private study, scholarship, and research. I will accept full responsibility for any infringement of copyright or other legal questions that may arise from the making of these copies or any later use of them.

Signature : _____

Delivery Address : _____

_____

_____

Invoice Address : _____

Approved By:

_____

_____

_____

For Manuscripts Department

MAN-

REQUEST FOR COPIES OF MANUSCRIPTS

DATE_____

To: MANUSCRIPTS DEPARTMENT AND SOUTHERN HISTORICAL COLLECTION
CB# 3926, Wilson Library
The University of North Carolina at Chapel Hill
Chapel Hill, NC 27599

I, _____, request the following photoduplicates:

==========

Type of copy desired (please check): microfilm_____; Copyflo_____; Xerox_____; photographs_____ (size)_____; finish: glossy_____; matte_____

==========

COPYING OF MANUSCRIPTS IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The University of North Carolina Library does not sell photoduplicates but merely performs the service of copying in lieu of manual transcription, and the fee charged is exclusively for such service.

2. Copies are supplied only for reference and research. If a wish to publish results from use in research, permission to publish should be requested when definite publication plans are made. (If editing and publication of an entire group or a substantial portion of one are intended, permission should be requested and received prior to a request for copies.)

3. The Library reserves the right to limit the number of, and to decline to make, any photoduplicates requested. Microfilm or Xerox prints will be made by the process determined by the Library. Clear copies cannot always be made from manuscripts, and copies of manuscripts are made at the risk of the requester.

4. Photocopies will not be placed in another library without permission.

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PLEASE READ BOTH SIDES OF THIS FORM CAREFULLY BEFORE SIGNING IT.

B-3

MAN-4

THE UNIVERSITY OF NORTH CAROLINA
AT
CHAPEL HILL

Manuscripts Department
Southern Historical Collection
Southern Folklife Collection
University Archives

CB# 3926, Wilson Library
The University of North Carolina at Chapel Hill
Chapel Hill, N.C., USA, 27599-3926

Dear

On you requested permission to publish material described as follows:

We have no objection to your publishing this material in accordance with the plan you have described, subject to the following conditions:

1. The material will be cited as described above and identified as being in the Southern Historical Collection, Library of the University of North Carolina at Chapel Hill.

2. This letter gives no exclusive right to the use of this material and the University does not surrender its own right to publish the material or to authorize others to do so.

3. This permission is valid only insofar as the University of North Carolina at Chapel Hill, as owner or custodian, has any rights in the matter and does not remove the responsibility of the author, editor, and publisher to guard against infringement of any rights, including copyright, that may be held by others. Publication of previously unpublished manuscripts is governed by provisions of the copyright law of the United States (Title 17, United States Code), and permission of the copyright owner may be required for any use exceeding "fair use."

Sincerely,

BEST COPY AVAILABLE

T · H · E
OHIO STATE UNIVERSITY

Cartoon, Graphic, and Photographic Arts Research Library

27 West 17th Avenue Mall
023L Wexner Center
Columbus, OH 43210-1393

Phone 614-292-0538
FAX 614-292-7859

SPECIAL COLLECTIONS RESEARCH APPLICATION

NAME (print) _____ DATE _____

LOCAL ADDRESS _____

_____ TELEPHONE NUMBER _____

PERMANENT ADDRESS _____

_____ TELEPHONE NUMBER _____

OSU faculty _____ OSU staff _____ Dept. _____
OSU graduate student _____ Major _____ Year _____
OSU undergraduate _____ Major _____ Year _____
Visiting researcher _____ Position _____
Institution _____
Other, (specify) _____
Photo-Identification type _____ Number _____

Subject of research _____
Purpose of research:
Ph.D. dissertation _____ Topic _____
Master's thesis _____ Topic _____
Research paper _____ Topic _____
Publication _____ Topic _____
Other (specify) _____

Data from this form will be used to compile statistical and research topic summaries. Do you agree to having your name and information about your research topic made available to others working in the same area? Yes ____
No ____

I have read, I understand, and I agree to abide by the rules governing the use of the Cartoon, Graphic, and Photographic Arts Research Library as described on the verso of this form.

Signature _____

Staff Member _____

POLICIES GOVERNING THE USE OF MATERIALS

SECURITY

1. On first use of the Cartoon, Graphic, and Photographic Arts Research Library, researchers will complete an application form. The information given will be reviewed by library staff from time to time, and updates may be requested.

2. Coats, hats, briefcases, packages, umbrellas, packs, handbags, and all other personal property will be deposited with the staff member on duty.

3. Using an individual slip for each request, researchers will fill out call slips for all requested materials and submit completed call slips to the staff member on duty.

4. All collection materials will be consulted only in the reading room, and must be returned to the staff member on duty before the researcher leaves the library. Arrangements may be made to reserve materials for continued use in the near future.

5. The library may limit the number of items a researcher may request at one time.

PRESERVATION

1. Eating, drinking, and use of any form of tobacco are prohibited.

2. Only soft-leaded pencils should be used. The use of pens, markers, or indelible pencils is not permitted in the reading room.

3. The researcher is responsible for the careful handling of all materials made available. Manuscripts and books may not be leaned on, written on, folded, traced over, or otherwise handled in any way that may damage them. No marks may be added or erased.

4. Manuscripts and archives are to be maintained in the order in which they are received by the researcher. Material which appears to out of order should not be rearranged by the researcher but should instead be brought to the attention of the staff member on duty.

5. Fragile materials require special handling; in some instances the researcher will be asked to use supports, cradles, or stands, and/or gloves while using fragile materials.

SERVICES

1. Reference assistance as well as assistance in using the public catalogs and collection finding aids is available.

2. Microfilm readers, audio, and video equipment are available for use of non-print media. In some instances, advance notice is required for equipment to be available.

3. Photoduplication of special collections materials is restricted in most instances. Ask the staff member on duty about reproduction of materials. For further information, see the Ohio State University Libraries' Photoduplication and Use Policy Statement.

OTHER

1. Materials from this repository should be cited in publication as follows:
   Jon Whitcomb Collection, The Ohio State University Cartoon, Graphic, and Photographic Arts Research Library

STANFORD UNIVERSITY LIBRARIES
Department of Special Collections

Application for Use of Manuscript/Archival Material

Guidelines for use of manuscript/archival material—

1. The user will respect the fragile nature of manuscript material, will handle it with care and refrain from marking it in any way. No ink will be used on or near this material.
2. The user will respect the unpublished nature of the contents of manuscripts and, in particular, will recognize disclosure of its contents might constitute an invasion of privacy if published in any manner.
3. The user is expected to be familiar with or at least aware of obligations imposed by the laws of libel and of those protecting copyrights.
4. All necessary permissions will be obtained by the user before any publication occurs.
5. No manuscript material of the Stanford University Libraries will be published or reproduced in any form without the prior written authorization of the Stanford University Libraries.
6. Manuscript material that is to be quoted must be cited in the manner prescribed in the letter of permission from the Library.
7. The papers in the collection(s) requested below may be restricted. The patron is required to comply with these restrictions as outlined by the staff.

The library reserves the right to refuse service for non-compliance with these rules or for emergency contingencies.

I have read, understand, and express my intention to comply with the guidelines set forth above, and do request permission to examine the manuscript material noted below for the purpose stated.

Date _____ Signature _____

---

1. I wish to use the following materials:

   Collection title(s): _____

   Call number(s): _____

2. The subject of my research is: _____

3. The purpose of my research is:

   ☐ Research for a paper/thesis that I am preparing under Professor _____

   Dept. of _____ _____ at _____ _____ College or University;

   for the course degree of _____

   ☐ Research for an article/book on/entitled _____

   ☐ I have plans to publish all/part of the manuscript: yes no

   ☐ Other *(please state)* _____

4. I plan to *(check one or more)*:

   ☐ Examine text only ☐ Reproduce for my own use

   ☐ Take notes for later citation ☐ Reproduce for publication

---

please print—

Name _____
last *first* *middle*

Address _____
street *city* *state* *zip*

Institutional status *(e.g., student, professor, etc.)*: _____

Institution: _____

Identification source: _____ Verified by: _____

SUL 221 (5/91)

SPECIAL COLLECTIONS DEPARTMENT
Frank Melville, Jr. Memorial Library
State University of New York

Stony Brook, N.Y. 11794-3323
evolkersz@cc.sunysb.edu.internet
evolkersz@sbccmail.bitnet
Fax: 516/632-7116
Tel: 516/632-7119

Manuscript Materials Use Application

Collection Used: (_____) _____
number name

PERMISSION TO EXAMINE - Permission to examine manuscript materials will be granted to qualified researchers upon completion of the application form. Such permission is granted subject to whatever restrictions may have been placed on the material by the donors or depositors.

PROTECTION OF THE MATERIAL - The researcher is responsible for the careful handling of all materials made available. Manuscripts are to be maintained in the order in which they are received by the researcher. The use of any kind of pen is prohibited. Manuscripts may not be leaned on, written on, folded, or handled in any way likely to alter or damage them.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, U.S. Code) governs the making of photocopies or other reproductions of copyrighted material.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

This institution reserves the right to refuse to accept a copying order, if in its judgment, fulfillment of the order would involve violation of copyright law.

PERMISSION TO PUBLISH - Permission to examine material is not an authorization to publish. Separate written application for permission to publish must be made to the Special Collections Department. Where SUNY at Stony Brook does not hold the copyright interests, permission to publish must also be obtained from the holder of the copyright interests. Researchers who plan eventual publication of their work should inquire as to restrictions on publication before beginning their research. SUNY at Stony Brook will ordinarily grant the usual publication rights to applicants to the extent that it may do so. However, in granting permission to publish, the University does not surrender its own right thereafter to publish any of the materials from its collections, nor does it grant permission for more than one-time use. If permission to publish is granted, the collection name and location shall be cited in the published work.

PHOTODUPLICATION - Special Collections will consider requests for the limited photoduplication of material when such duplication can be done without injury to the material and does not violate copyright restrictions, provided staff is available to do so and a reasonable amount of time is allowed. (See Photoduplication Schedule.) Single copies only will be provided for the researcher's personal reference use. A photocopy may not be further reproduced. Supplying a photocopy is not an authorization to publish.

Full Name _____
(please print)
Address _____ phone:_____

_____

I.D. number _____ I.D. type _____

Institutional affiliation: _____

Purpose of research: (thesis, term paper, etc.) _____

Subject of research: _____

_____

If it appears to Special Collections' staff that your research parallels that of another researcher, would you object to the release of your name, address, or research topic to that researcher?

(Please initial) ___ Yes ___ No

I have read, I understand, and I agree to abide by the rules governing the use of Special Collections' materials as listed on the verso of this form.

_____ date: _____
signature of researcher

_____ date: _____
accepted by

==========

FOR SPECIAL COLLECTIONS USE ONLY

Coll/Series/Box#	Date	Copy/Cost	*	Coll/Series/Box#	Date	Copy/Cost
			*			
			*			
			*			
			*			
			*			
			*			

HARRY RANSOM HUMANITIES RESEARCH CENTER
THE UNIVERSITY OF TEXAS AT AUSTIN

RESTRICTIONS ON ACCESS TO RANSOM CENTER COLLECTION MATERIALS

One of the purposes of the Harry Ransom Humanities Research Center is "to establish and maintain policies and services that will facilitate use of the Ransom Center's collections while at the same time protecting their integrity." It is the intention of the Ransom Center to maintain open access, but in certain instances, as mentioned below, collection materials may be restricted. However, no item or collection will be restricted indefinitely. The Ransom Center's "Public Use Policy" states that "access to Ransom Center collections will be subject to whatever restrictions may have been placed on the materials by purchase agreement, donors or depositors, or by the Ransom Center for preservation, processing or other essential purposes." In order to assure that any restrictions on collection materials are clear and known to all involved with administering public-use policies, the following procedures have been adopted.

1. Restrictions placed on collection materials should be clearly stated in writing either on the "Purchase Agreement," the "Deed of Gift," the "Deposit Receipt" or documents attached to these forms. The "Statement of Restriction for Collection Materials" form should be filled out as well. Restrictions must be approved by signature of the Director. Copies of this information should be filed in the Director's Office, the Gift Files, the Collection Files, the Research Librarian's Office, in the unit receiving the materials (e.g., Manuscripts and Archives Cataloging, Photography Collection, etc.), and with the Curator of any collection that is within the Curator's field.

2. Any restrictions placed on collection materials by the Ransom Center for preservation, processing or other essential purposes (e.g. publication plans) shall be clearly stated in writing. Such restrictions might originate as a request from a Department Head or Curator, but are to be considered valid only after consultation with other staff involved with administering the collection and with final approval designated by the signature of the Director. Information, including the reason for the restriction and the duration of the restriction, will then be distributed by memorandum to the Director's Office, Research Librarian, the unit housing the materials, the Curator, if applicable, plus the Conservation Department in the case of a restriction involving processing.

3. Restrictions on access to collection materials either on exhibition or in preparation for exhibition will be determined on a case-by-case basis, depending on the difficulty of providing service, the complexity of mounting and the disruption to the exhibition.

   a. When materials for exhibition are being pulled and set aside by the exhibition Curator in an area apart from the stacks, limited access may be provided at the exhibition Curator's discretion in consultation with the Public Services Librarian and/or the Curator of the collection. The needs of the public should be anticipated and accommodated wherever possible, especially at the early stages of gathering materials.

   b. Access for patrons while materials are in the conservation or the exhibition preparation labs will be determined by the Chief Conservation Officer in conjunction with the Curator of the exhibition and the Curator of the collection. In most cases materials in preparation and conservation will be restricted from use by patrons.

   c. Access to collection materials on display will be determined by the Curator of the exhibition in consultation with the Public Services Librarian and/or the Curator of the collection. The Public Services Librarian and/or the Curator of the collection in consultation with the exhibition Curator, may also restrict access if providing service for items on display is a problem for the public service personnel or for the exhibition prep staff (who are the individuals authorized to pull materials from exhibitions). In most cases materials on display will be restricted from access for the duration of the exhibition. Where a patron's needs can be anticipated, copies should be made prior to the mounting of an exhibition.

   If it is determined by the exhibition Curator, the Public Services Librarian and/or the Curator of the collection that no access will be allowed at any of these stages of exhibition preparation, then a memorandum from the Director to that effect should be sent to all the individuals involved with public service of the collection materials.

(12/2/91)

HARRY RANSOM HUMANITIES RESEARCH CENTER
THE UNIVERSITY OF TEXAS AT AUSTIN

STATEMENT OF RESTRICTION FOR COLLECTION MATERIALS

Collection name:

Current location (dept./room/shelf):

Item(s) to be restricted (provide full information, including approximate number of items, folders, or boxes—attach additional sheets if necessary):

Source of collection:

Date of acquisition:

Register or Gift No.:

Terms of restriction (provide full details and attach copies of any relevant documents):

Date restriction is to be removed (no item or collection will be restricted indefinitely):

Restriction initiated by: _____ Date: _____

Director's approval: _____ Date: _____

File copies:
Director's Office
Gift Files
Collection Files
Research Librarian
Unit Housing Materials
(Curator)
(Conservation)

HARRY RANSOM HUMANITIES RESEARCH CENTER
THE UNIVERSITY OF TEXAS AT AUSTIN

NOTIFICATION OF INTENT TO QUOTE FROM OR PUBLISH MANUSCRIPTS

I hereby notify the Harry Ransom Humanities Research Center of my intent to quote from or publish the following manuscripts that are part of the Ransom Center's collections: (Please state specifically and in detail the manuscripts or parts of manuscripts you intend to quote from or publish. If any images of manuscripts are to be used as illustrations, please also complete and submit a "Notification of Intent to Publish Photographic Images" form.)

Please provide the publication information requested below:

Author/editor:

Title:

Publisher:

Projected publication date:

Print run (number of copies):

Projected retail price:

Intended audience:

PLEASE READ AND COMPLETE THE OTHER SIDE OF THIS FORM.

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Conditions governing publication of Ransom Center manuscripts:

1. Permission to conduct research with Ransom Center manuscripts, either on-site or through copies, entails an obligation that a scholar complete and return a "Notification of Intent to Quote from or Publish Manuscripts" form before quoting from or publishing Ransom Center manuscripts.

2. Publication can take place only under the provisions of the fair-use doctrine in the U.S. Copyright Law (as amended) or by obtaining permission of the copyright holder, which in some instances may be the Ransom Center and The University of Texas at Austin.

3. The Ransom Center reserves the right to judge whether a proposed publication of manuscript material from its collections is commercial, based on the nature of the publication, the publisher, and intended circulation, and to assess a use fee accordingly. Use fees are for *one-time, single-edition* rights only.

4. The Ransom Center reserves the right to assess a use fee if a scholarly publication consists extensively or exclusively of manuscripts from Ransom Center collections. Use fees are for *one-time, single-edition* rights only.

5. The basic form of citation is:

Harry Ransom Humanities Research Center
The University of Texas at Austin.

6. The Ransom Center requires that a complete copy of any publication (in any medium) that is based on its materials be given to the Center for its collections.

7. Photocopies of manuscripts that are part of the Ransom Center's collections are made available on loan and must be returned to the Ransom Center when research with them is completed.

8. THE READER WILL DEFEND AND HOLD HARMLESS THE RANSOM CENTER AND THE UNIVERSITY OF TEXAS SYSTEM, ITS BOARD OF REGENTS, THE UNIVERSITY OF TEXAS AT AUSTIN, ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DEMANDS, COSTS, AND EXPENSES INCLUDING ATTORNEYS' FEES INCURRED BY COPYRIGHT INFRINGEMENT OR ANY OTHER LEGAL OR REGULATORY COURSE OF ACTION ARISING FROM USE OF RANSOM CENTER MANUSCRIPTS.

STATEMENT OF RESPONSIBILITY: I certify that the information on this sheet is correct and that any publication of the requested materials will meet the conditions established by the Harry Ransom Humanities Research Center, as listed above. Further, I am aware of my responsibility in the case of possible copyright infringement.

Name (please print): Date:

Address: Phone:

Signature:

Curator:
For HRHRC Use

PLEASE READ AND COMPLETE THE OTHER SIDE OF THIS FORM

(1/30/92)

HARRY RANSOM HUMANITIES RESEARCH CENTER
THE UNIVERSITY OF TEXAS AT AUSTIN

BOOK COLLECTION: READER'S APPLICATION

Name:_____
(please print)

Identification Number: ( ) DL ( ) UT ( ) Passport

Permanent Address:

Phone:

University or Affiliation:

Please check appropriate classification:
( ) Undergraduate Student ( ) Faculty [Rank:_____]
( ) Graduate Student ( ) Staff
( ) Independent Scholar ( ) Other

Describe the subject, scope, and purpose of research:

I intend my research to result in: ( ) article; ( ) book; ( ) thesis; ( ) dissertation; ( ) project for a course; ( ) conference paper; ( ) other [*Please explain*]:

The Harry Ransom Humanities Research Center may reveal my name and the subject of my research in its publications and to other researchers working or planning to work on related topics. Please indicate "yes" or "no" and initial.
( ) Yes _____ ( ) No _____

Agreement
I have read and understand the rules and policies of the Harry Ransom Humanities Research Center and, by my signature below, agree to abide by them. I also agree, by my signature, to abide by the rules established in "Guidelines for Proper Handling of Ransom Center Materials," displayed on each Reading Room table. I understand that in the event I do not adhere to these rules and policies, my privileges as a reader may be revoked.

_____ _____
Signature Date

Curator:_____
For HRHRC Use

(8/29/91)

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HARRY RANSOM HUMANITIES RESEARCH CENTER
THE UNIVERSITY OF TEXAS AT AUSTIN

MANUSCRIPT READER'S APPLICATION

Name: _____
(please print)

Permanent Address:

Phone:

University and Departmental Affiliation:

Academic classification: ( ) Faculty [Rank _____]
( ) Doctoral candidate; ( ) Master's degree candidate; ( ) Undergraduate student;
( ) Independent scholar

Describe fully the subject, scope, and purpose of research:

Manner of access requested: ( ) examine the manuscripts and take notes for research, ( ) hire a research assistant to examine the manuscripts and take notes, ( ) borrow photocopies for research purposes, ( ) read selected manuscripts out of personal interest without taking any notes [*limit five items*], ( ) other [*Please explain*]:

I intend my research to result in: ( ) article, ( ) book, ( ) thesis, ( ) dissertation, ( ) project for a course, ( ) conference paper, ( ) other [*Please explain*]:

PLEASE READ AND COMPLETE THE OTHER SIDE OF THIS FORM

MANUSCRIPT READER'S APPLICATION

The Harry Ransom Humanities Research Center may reveal my name and the subject of my research in its publications and to other researchers working or planning to work on related topics. Please indicate "yes" or "no" and initial.
( ) Yes _____ ( ) No _____

Agreement
I have read and understand the rules and policies of the Harry Ransom Humanities Research Center as set forth in the "Manuscript Use Policy" and other handouts and, by my signature below, agree to abide by them. I understand that in the event I do not adhere to these rules and policies, my privileges as a reader may be revoked.

_____ _____
Signature Date

Please return the original of this form to the Research Librarian, Harry Ransom Humanities Research Center, The University of Texas at Austin, P. O. Drawer 7219, Austin, TX 78713-7219.

Curator: _____
For HRHRC Use

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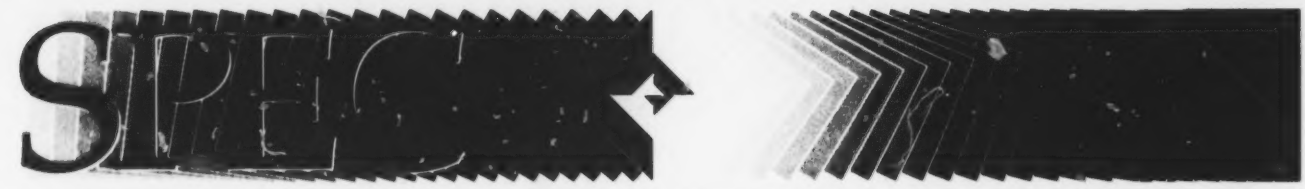

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FOR FURTHER READING

The Nature of the Fair Use Problem: The Statute and the Judicial Standard as They Impact Unpublished Materials

Two appellate court decisions by the Second Circuit appear to have created a judicial presumption against a finding of fair use for unpublished materials such as letters, diaries, and manuscripts. J.D. Salinger v. Random House, Inc., 650 F. Supp. 413 (S.D.N.Y. 1986), 811 F. 2d 90 (2nd Cir. 1987); New Era Publications v. Henry Holt, 695 F. Supp. 1493 (S.D.N.Y. 1988), 684 F. Supp. 808 (S.D.N.Y. 1988), 884 F. 2d 659 (2nd Cir. 1989), 904 F. 2d 152 (2nd Cir. 1990). A more recent decision by the Second Circuit held that limited use of paraphrased excerpts from an author's unpublished journals and letters comes within the fair use doctrine. Wright v. Warner Books, Inc., 748 F. Supp. 105 (S.D.N.Y. 1990), 953 F. 2d 731 (2nd Cir. 1991). This mixed and unsettled precedent results from the fact that the Supreme Court has emphasized that fair use analysis as it applies to unpublished materials requires a case-by-case consideration of the relevant facts as they relate to the judicial and statutory standard. Harper & Row v. Nation. Where there is *ad hoc* weighing of facts, slightly different facts produce strikingly different outcomes.

Salinger and New Era seemed to create a *per se* rule that fair use could never be a defense where the copyright protected material was unpublished. The Wright decision is important, for there the Second Circuit stated that there is no *per se* or categorical rule against application of the fair use doctrine where the material is unpublished. However, the Court in Wright found that due to the minimal nature of the quotations from the author's works, a claim of adverse market impact by the copyright holder could not be sustained. However, the Court in Wright makes it quite clear that under "ordinary circumstances" secondary use of unpublished materials will not be deemed a fair use. Salinger, New Era, and Wright establish an *ad hoc* balancing standard for fair use analysis of unpublished materials that protects the scholar and publisher under certain highly specific, fact-based circumstances.

By the Copyright Revision Act of 1976 an unpublished manuscript was protected by copyright from unauthorized use until 50 years after the death of the author, when it passed into the public domain. Before 1976 protection of literary property in unpublished works was governed by common law that gave an author or his heirs exclusive and perpetual right of first publication of the work. Prior to the Salinger and New Era decisions it was assumed that the fair use provision, 17 U.S.C. section 107, allowed for quotation or paraphrasing of limited portions of such unpublished documents without specific permission from the copyright holder, for such purposes as news reporting, teaching, research, and criticism. It was assumed that libraries could rely on fair use to photocopy unpublished manuscripts for users, and that users could rely on fair use for limited quotation and paraphrasing. The questions about the applicability of fair use to unpublished materials have been put to rest by Congressional action. On October 24 President Bush signed H.R. 4412 (now PL 102-492), and "the fact that a work is unpublished shall not itself bar a finding of fair use." However, the question of what constitutes fair use in any individual case remains, and courts following the doctrine of *stare decisis* will undoubtedly look to the weighing of factors in Nation, Salinger, New Era and Wright in making a particular, fact-based determination. Therefore, an analysis of those factors, the parsing and appropriate weight of each, is now the heart of the legal battle between scholars wanting to quote and paraphrase from unpublished letters, diaries and manuscripts, and the owners of the copyrights in those unpublished materials. The importance of each fair use factor must thus be considered.

Since the highly publicized court battles in the Second Circuit, there have been numerous documented accounts of historians, biographers, and other authors who have had publication contracts canceled by publishers unwilling to risk the potential of lengthy, costly litigation with damage awards for unauthorized publication of copyrighted material. See Coughlin, E., "After Salinger: Few Feel Sting of Ruling on Use of Papers, *Chronicle of Higher Education*, Nov. 15, 1989, and Garrow, D., "A Law Defining Fair Use of Unpublished Sources is Essential to the Future of American Scholarship," *Chronicle of Higher Education*, April 18, 1990. Perhaps even more disturbing is the fact that both authors Margaret Walker and Ian Hamilton were forced by the peril of a prospective lawsuit to dramatically purge the first versions of their manuscripts.

The American Library Association (ALA) issued a "Resolution on Fair Use of Unpublished Sources" on June 26, 1990 in support of HR 4263 and S. 2370, bills which would have clarified that the fair use provisions applied to unpublished material as well as published material. In a press release issued with the resolution, ALA noted that "many of the unpublished materials which have been quoted by authors and scholars are housed in libraries and archives....The recent judicial rulings may cause researchers to look to libraries and archives for information on the copyright provenance of their unpublished holdings. The problems for libraries are enormous. The donor may not own all or any of the rights in the materials. Heirs may be difficult to identify and locate. Libraries may thus hesitate to accept some donations of unpublished materials, even those of considerable research value because of the administrative burdens of identifying copyright holders." Statement of the American Library Association...for the Hearing Record of July 11, 1990 on HR 4263 and S. 2370.

The ambiguous judicial standard of Salinger, New Era, and Wright will continue to require that courts weigh the facts of each case against the four fair use factors, and the surety of the outcome is not akin to that associated with a mathematical formula. Indeed the outcome depends on how important the particular judge values the production of new, scholarly work or what value is attached to the property interests of the copyright holder.

The Statute

The section of the Copyright Act of 1976 in question here is the Fair Use Provision, 17 U.S.C.A Section 107 (1982). Prior to 1978 unpublished materials were protected by common law copyright, but the 1976 Copyright Act preempted the common law of copyright, 17 U.S.C. Section 301(a), and brought unpublished works under the protection of federal copyright law. The fair use section is as follows:

> The fair use of a copyrighted work including such use by reproduction in copies...for purposes such as criticism, comment, news reporting,...scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include—(1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes; (2) the nature of the copyrighted work; (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential market for or value of the copyrighted work.
>
> 17 U.S.C. Section 107 (1982).

The House Report from which this provision emerged makes it clear that the factors were distilled from the common law, were not exclusive, and that the inquiry was to be a factual one to determine whether the particular use of copyrighted material should be considered fair and lawful. As noted: "Beyond a very broad statutory explanation of what fair use is and some of the criteria applicable to it, the courts must be free to adapt the doctrine to particular situations on a case-by-case basis. Section 107 is intended to restate the present judicial doctrine of fair use, not to change, narrow, or enlarge it in any way." House Report at 66, U.S. Code Cong. & Ad. News at 5659, 5680.

The Judicial Standard

THE NATION CASE

The facts of Nation are straightforward. Harper & Row v. Nation Enterprises, 471 U.S. 539, 85 L. Ed. 2d 588 (1985). Harper & Row had a contract with President Ford for his memoirs. Included in that prepublication contract was an exclusive first serial right to *Time Magazine* for the right to excerpt 7,500 words from the memoirs. The *Nation* got hold of the unpublished manuscript and scooped both Time and Harper & Row, writing a 2,500 word article using about 400 words of verbatim quotes from the manuscript. *Time* canceled its article, refusing to pay Harper & Row the agreed amount. Harper & Row brought suit against the *Nation* alleging violations of the Copyright Act. The issue in Nation was whether the fair use provisions of Section 107 of the Act provided the *Nation* with an affirmative defense against the claim of copyright violation.

The Supreme Court in Nation looked to the economic purpose of Article I, Section 8, of the Constitution, where the founders conferred on Congress the power to grant exclusive rights on authors in order to "promote" the useful arts. The intent of the founders was that "the rights conferred by copyright are designed to assure contributors to the store of knowledge a fair return for their labors." 471 U.S. 546. The Court's concern with profit, fair return, or the property interest in intellectual endeavor underpins its entire analysis of Section 107, and is the wellspring for its emphasis on the copyright holder's unimpeded right to first publication of unpublished works and to its emphasis on the fourth factor in Section 107 analysis—market impact.

The Court notes that fair use analysis requires a case-by-case determination in which the four non-exclusive statutory factors of Section 107 are to be considered. The Court recognizes that fair use was not considered, historically, a defense to quoting and paraphrasing from unpublished works: "perhaps because the fair use doctrine was predicated on the author's implied consent to 'reasonable and customary' use when he released his work for public consumption, fair use traditionally was not recognized as a defense to charges of copying from an author's as yet unpublished works." Id at 550. 551. That absolute rule, according to the Court's analysis was tempered by the equitable nature of the fair use doctrine. Thus some prepublication use was recognized if there had been "implied consent" or a "*de facto* dissemination." Id at 551.

The Court reasons that choice of when and where to publish is a key economic decision. Usurping an author's prepublication rights (by quoting from an unpublished manuscript) infringes "the author's right to decide when and whether" a work would be made public. The fact that a work was unpublished implied a deliberate choice on the part of the rights holder to keep it that way. Id at 553. The Court notes that the Section 106(3) first

publication right is exclusive to the copyright holder, and its commercial value lies in that exclusivity. Id at 553.

The Court looks to common law precedent, and to the legislative history of Section 107 in finding "that the unpublished nature of a work is a `key though not necessarily determinative, factor' tending to negate a defense of fair use." Id at 554. And further, "under ordinary circumstances, the author's right to control the first public appearance of his undisseminated expression will outweigh a claim of fair use." Id at 555.

Ad hoc weighing of the four Section 107 fair use factors is the Court's method of analysis in deciding there had indeed been a violation of copyright by the Nation. Thus: "The factors enumerated in the section are not meant to be exclusive: `Since the doctrine is an equitable rule of reason, no generally applicable definition is possible, and each case raising the question must be decided on its own facts." Id at 560 quoting House Report at 65. And again: "The drafters resisted pressures from special interest groups to create presumptive categories of fair use, but structured the provision as an affirmative defense requiring a case-by-case analysis." Id at 561.

The Court reasoned as to 107(1)—purpose of the use, i.e. for news reporting, scholarship, etc.—that one must distinguish true scholarship from a commercial, profit motive. Thus: "fair use distinguishes between `a true scholar and a chiseler who infringes a work for personal profit.'" Id at 563. The Court reasoned that a commercial use is "presumptively an unfair exploitation of the monopoly privilege that belongs to the owner of the copyright." Id at 562.

As to Section 107(2) the nature of the work—whether fact, fiction, published or unpublished—the court commented that "the fact that a work is unpublished is a critical element of its `nature.'" Id at 564. The Court further reasoned that "our prior discussion establishes that the scope of fair use is narrower with respect to unpublished works." Id at 564.

The unique facts of this case—an intentional, unauthorized scoop by the *Nation* that curtailed a serialization contract with *Time*—underlie the Court's emphasis on the right of the holder to maintain "creative control" of "when, where, and in what form first to publish a work." Id at 564.

As to Section 107(3)—the amount and substantiality of the portion used—the Court looked to the "qualitative" nature of the taking rather than any numerical counting of words. The fact that the Nation took the "most powerful passages" of President Ford's "distinctive expression" was telling. Id at 565.

As for Section 107(4)—the effect on the market—the Court reasoned that "a fair use doctrine that permits extensive prepublication quotations from an unreleased manuscript without the copyright owner's consent poses substantial potential for damage to the marketability of first serialization rights in general." Id at 569. And quoting Nimmer: "Fair use, when properly applied, is limited to copying by others which does not materially impair the marketability of the work which is copied." Id at 567, quoting 1 Nimmer Section 1.10(D), at 1-87.

The Court injects the fact of the unpublished nature of a work into the four factors by redefining factor two, which traditionally looked to whether a work was one of fiction (with more protection, i.e. expressive language) versus one of fact (with no protection for ideas, facts and concepts—Section 102). The Court does not say that the fair use analysis is improper where material is unpublished, only that the unpublished nature of the work and the author's right to control marketing of the work are inseparable and an important factor in the "nature" of the work.

Questions for libraries raised by the Court's singling out the unpublished nature of a work as a key concept in the Section 107(2) analysis include: 1) Has there been "implied" consent by an author who deposits unpublished material in a library that such material is available for scholarly use and for scholarly publication within the restrictions of fair use? 2) Where unpublished materials are deposited through estates in libraries and their existence is unknown to the owner of the copyright, may scholars use these materials within the confines of fair use? 3) Has the copyright holder waived his or her interest in marketing unpublished materials when he or she knowingly sells them to a library? By selling unpublished materials to a library or archive the copyright holder has made a "choice" as to where and when the material is available. Normal library practices provide for access, and access implies scholarship and publishing.

The facts of Nation can be narrowly construed: the holder had prepared a manuscript for publication, had a profitable serialization contract, was a commercial vendor expecting a profit. The infringer was a commercial vendor who intentionally scooped a valuable publication right. The unpublished nature of the manuscript in Nation and the expectation for profit in that manuscript are directly related to the author's control over her scholarly reputation as well as the author's right to first publication (when and where an item will be published). The questions for courts following the Nation precedent become: 1) Are all unpublished materials to be given equal weight or does the nature of the unpublished document, particularly its marketability, affect the outcome? 2) Are each of the four fair use factors to be considered, or does the mere fact of a determination that an item is unpublished terminate the fair use analysis?

THE SALINGER CASES

In Salinger, the district court was faced with facts that were decidedly different from those of Nation. Salinger v. Random House, Inc., 650 F. Supp. 413 (S.D.N.Y. 1986). Both Salinger and Nation revolve around the question of the applicability of an affirmative defense—fair use as defined in Section 107—where the alleged infringer has paraphrased and quoted from unpublished material. However, the nature of the unpublished material is substantially different—a prepublication manuscript with substantial prospect and expectation for earnings (Nation) versus a dispersed set of letters of whose existence the author was unaware (Salinger).

In Salinger, author Ian Hamilton had a contract with Random House to write a biography of the reclusive J.D. Salinger. Hamilton's sources were 70 letters deposited by estates in the libraries of Princeton, Harvard and the University of Texas at Austin. Salinger was unaware of the existence of those letters. In each case Hamilton signed use contracts with the libraries, agreeing " to assume all responsibility for any infringement by [him] of the literary property rights held by others in the material requested" (Princeton) and "agreeing to indemnify and hold harmless the University, its officers, employees and agents from and

against all claims made by any person asserting that he is an owner of the copyright" (Harvard). Id at 427 (note 5). In signing the libraries' standard form agreements Hamilton agreed not to publish any documents without the libraries' permission and that of the copyright holder. The first galley of the biography quoted and paraphrased extensively from over 70 of Salinger's letters. Salinger saw the May galley of the work, immediately registered a copyright in his name to the letters, and sought an injunction to prevent publication. Hamilton then reworked the manuscript to delete extensive quotations from the letters, finally quoting in an October version from only 30 of the letters though paraphrasing from many more. Salinger brought suit based on the second (October) version against Hamilton and Random House, alleging violation of the Copyright Act and also claiming that he was a third party beneficiary of the use contract signed between Hamilton and the three libraries.

The District Court addressed the scope of copyright, noting that it includes paraphrasing as well as quotes. Id at 418. However, as the Court emphasized, copyright protects only the author's particular manner of expression, his craftsmanship, and not facts and ideas. Id at 418. Since the Court found that there were approximately 30 letters where copyright-protected material had been used by Hamilton, it examined that material in light of the Section 107 fair use factors. Id at 420.

The District Court defined fair use as "a privilege in others than the owner of a copyright to use the copyrighted material in a reasonable manner without his consent." Id at 420. The Court found that the fair use analysis was applicable to unpublished material, including "unpublished letters." Id at 420. The Court examined Nation as a precedent and found that the Supreme Court "stressed the tailoring of fair use analysis to the particular case....It neither stated nor implied a categorical rule barring fair use of unpublished works." Id at 421. The Court fashioned a test of fair use that looked at whether the secondary use was fair, giving due regard for the creator's right to control the first publication both for profit as well as to exercise control over scholarly reputation. Id at 422.

The District Court then used this test and the four Section 107 factors to hold that the use here was fair: "Hamilton's use of Salinger's copyrighted material is minimal and insubstantial; it does not exploit or appropriate the literary value of Salinger's letters; it does not diminish the commercial value of Salinger's letters for future publication; it does not impair Salinger's control over first publication of his copyrighted letters or interfere with his exercise of control over his artistic reputation." Id at 423.

The District Court considered equitable factors such as good faith and fair dealing to be important underlying considerations in the fair use analysis. Id at 426. Salinger had contended that Hamilton had abused the good faith ethic when he disregarded the library agreements that he had signed that required two permissions—both from the libraries and from the copyright holder—before publishing any of the letters. Hamilton defended on this point, justifying his conduct on the grounds that "his understanding that the requirement of permission applied only to infringement of copyright and that, because of the fair use doctrine, the material he took from the letters involved no infringement." Id at 426. The Court noted: "I am inclined to agree with his understanding of the library agreements. And had the initial draft of his book been similar to its present modified form, his second point would be more convincing. Given the extensive quotation from the letters that appeared in the May galleys, Hamilton was certainly giving himself a generous benefit of the doubt in concluding that the library agreements did not call for permissions." Id at 426.

To what extent must libraries get into the business of policing use contracts to avoid copyright liability? The Salinger district court decision indicates that libraries are required to notify the user that the material is copyright protected or may be. The onus is on the user to stay within the reasonable confines of the fair use doctrine when quoting and paraphrasing from unpublished materials.

To what extent is a library likely to become entangled in a contractual claim where the holder of the copyright claims a third party beneficiary right because of the library use contract between the library and the scholar? The Salinger District Court spoke emphatically on this point: "In my view, however, the intention and scope of those agreements are to protect the literary property interests of the owner and not to give the copyright owner an arbitrary power to block legitimate non-infringing use." Id at 427. The Court reasoned that the purpose of the agreements was to assure use of the material within the confines of the Copyright Act, and such restrictions as are in the language of the use contracts "...should be understood as applying only to quotations and excerpts that infringe copyright." Id 427. And as the Court concludes: "To read them as absolutely forbidding any quotation, no matter how limited or appropriate, would severely inhibit proper, lawful scholarly use and place an arbitrary power in the hands of the copyright owner going far beyond the protection provided by law." Id at 427.

The District Court easily distinguished Nation on the facts, and concluded that Salinger had suffered a privacy invasion, but not a copyright infringement. As the Court stated: "The wound he has suffered is not from infringement of his copyright but from the publication of a biography that trespasses on his wish for privacy. The copyright law does not give him protection against that form of injury." Id at 426. The Court relied on Hamilton's minimal use of copyrighted expression and the fact that the market value of the Salinger letters had not been disturbed, in the sense that potential purchasers of those letters "would [not] be dissuaded from buying the letters, feeling that they had already read them in Hamilton...." Id at 425.

The Second Circuit reversed the District Court citing a "misapplication" of the appropriate legal standard. 1, 811 F.2d 90 (2nd Cir. 1987).

The Second Circuit noted that the 1976 Copyright Act brought unpublished works under the protection of federal copyright law, and that this included letters. Id at 95. The Court construed Nation to apply specifically to unpublished letters. The Court of Appeals noted that Salinger had a market interest valued at over $500,000 in his letters. Id at 99.

The Second Circuit commented that the fair use analysis is applicable to all Section 106 rights including the right of first publication. Id at 95. The Court emphasized language from Nation that underscored and gave weight to the unpublished nature of the material as an important element in factor (2) the nature of the work. Thus: "the author's right to control the first public appearance of his undisseminated expression will outweigh a claim of fair use," and normally unpublished letters enjoy "insulation" from fair use copying. Id at 95.

The Second Circuit provided a thorough review of each of the Section 107 fair use factors. The Court weighed the factors differently from the district court, again showing the importance of *ad hoc* weighing and its unpredictability given different value perspectives. As to Section 107(1), the Second Circuit noted that the purpose of the use (a scholarly biography) weighed in Hamilton's favor, but that biographers have "no inherent right to copy the

accuracy or the vividness of the letter writer's expression." Id at 96. Indeed, the Court noted that Hamilton's admission that he was attempting to avoid being pedestrian by using Salinger's exact words was a damning indication that copyrightable expression was being taken. Id at 96 (note 4).

As to Section 107(2) , the nature of the work, the Second Circuit stressed its unpublished nature as the key and stated: "they (the letters) have not lost that attribute by their placement in libraries where access has been explicitly made subject to observance of at least the protections of copyright law. " Id at 97. Further: "...such works normally enjoy complete protection against copying any protected expression." Id at 97. The Court found that, since the copyrighted letters were unpublished, the second factor weighed heavily in Salinger's favor.

The Second Circuit's greatest disagreement with the District Court is over Section 107(3), the amount and substantiality of the portion used. The Court held that the amount of expressive protected material used was substantially more than the District Court had found. Id at 98. Both in terms of qualitative and quantitative amounts the Court found that Hamilton had appropriated a substantial portion of copyrighted material, and as the Court noted: "to a large extent they (the letters) make the book worth reading. The letters are quoted or paraphrased on approximately 40 percent of the book's 192 pages." Id at 98, 99 The Second Circuit's estimate of the amount of copyrighted material taken was 59 passages from Hamilton's book where 44 of Salinger's letters were used. Id at 98. The Second Circuit includes in its estimate all directly quoted material, all close paraphrasing and all clichés that are part of a broader expressive sequence. Id at 98. The Court found that this factor weighed for Salinger.

The Second Circuit considered Section 107(4), finding that Salinger's market "opportunity" in the letters had a value of over $500,000, and that the value had in all likelihood been diminished by the Hamilton biography. Thus: "Some impairment of the market seems likely. The biography copies virtually all of the most interesting passages of the letters, including several highly expressive insights about writing and literary criticism." Id at 99.

The Second Circuit reverses the District Court and grants an injunction based on the copyright claim, and consequently does not consider whether Salinger was "entitled to relief by virtue of the library agreements." Id at 100. The Court in an aside did give guidance as to the various rights—that of the copyright holder and the physical owner of the piece: "The copyright owner owns the literary property rights, including the right to complain of infringing copying, while the recipient of the letter retains ownership of the tangible physical property of the letter itself. Having ownership of the physical document, the recipient (or his representative) is entitled to deposit it with a library and contract for the terms of access to it. As with all works of authorship, the copyright owner secures protection only for the expressive content of the work, not the ideas or facts contained therein." Id at 95 (citations omitted).

The fact that the District Court and the Second Circuit could take the exact same set of facts and the same legal standard and arrive at dramatically different conclusions points to the fact that *ad hoc* weighing of the fair use factors is a very broad standard where results will vary depending on value perspectives. The Second Circuit obviously considered Salinger's right to control and potentially market a literary interest in unpublished materials of primary

importance. The District Court obviously considered Hamilton's right to draw broadly on primary source material in the process of producing and creating an accurate and vivid new historical account to be of primary social importance.

THE RON HUBBARD CASES

In New Era, Russell Miller, author of "Bare-Faced Messiah: The True Story of L. Ron Hubbard," used significant amounts of paraphrased and quoted materials from unpublished letters and diary entries of Ron Hubbard, the founder of the Church of Scientology. New Era Publications v. Henry Holt, 695 F. Supp. 1493, at 1498 (S.D.N.Y. 1988).

The District Court began by considering whether the fair use analysis was applicable to all types of unpublished materials and concluded that it was: "The principal reason for the difference between published and unpublished work is that, for works that have not yet been published, the copyright owner's interests may be affected by choices as to the manner and context of the first public revelation of the work, including the choice whether it should be published at all." Id at 1500. The Court looks at Nation as the key precedent for fair use analysis of unpublished work and emphasized the fact that the material there was "purloined," "pirated," "dishonest," making it relatively easy for the Supreme Court to conclude that the use was not a fair one. Id at 1501. Salinger is then considered, and the Court noted that a "more potent justification of fair use is required where the copyrighted work has not been published." Id at 1501. Nonetheless, the Court concluded that "to say that the scope of fair use is narrower with respect to unpublished work necessarily implies that some such scope exists." Id at 1501. And to conclude that the author's commercial interest in controlling the circumstances of first publication is an absolute right would be incompatible with First Amendment interests. Id at 1502.

The District Court then fashioned a test that looks to whether the expressive language quoted by the secondary user is essential to the work of criticism or history, such that the expressive language is the essential fact itself. Thus: "the use of the protected expression must be reasonably necessary to the communication and demonstration of significant points being made about the subject and must have no significant adverse effect on the market for the copyrighted work." Id at 1504. As an aside the Court noted that the copyright law does not protect privacy interests, and that those with a claim should look to state tort law where the right is well protected. Id at 1504. The Court then minutely examined every use from an unpublished source and concluded that "the very large majority of Miller's takings of Hubbard material display a powerful and compelling fair use purpose...not appropriations of the literary talent of the subject to enliven and improve the secondary work...rather...where the critic exhibits chosen words of the subject to prove a critical point or to demonstrate a flaw in the subject's character." Id at 1508.

The District Court held that the amount taken was insubstantial in terms of Hubbard's total writings and that the impact on the market for those works was minimal, as readers would not be dissuaded from purchasing Hubbard's work by Miller's extracts. Id at 1523. The court found that there was a compelling demonstration of fair use for the majority of the quoted material and that Hubbard's expressions had been taken to show character flaws in a manner that could not be accomplished without use of his words. Id at 1524.

Nonetheless, the District Court concluded: "there is a body of material of small, but more than negligible size, which, given the strong presumption against fair use of

unpublished material, cannot be held to pass the fair use test. I therefore find, under mandate of the Salinger opinion, that "Bare-Faced Messiah" to some degree infringes Hubbard's copyrights in some of his previously unpublished works." Id at 1524-25. However, the Court refused to order an injunction, saying that such would be akin to a prior restraint, and instead said that an award of damages should be sufficient to compensate the plaintiff. Thus the permanent injunction is denied but the right of an action for damages is recognized.

The Second Circuit denied the injunction on the grounds of laches, rather than on grounds that the infringement has been too insubstantial to warrant an injunction. New Era Publications v. Henry Holt, 873 F. 2d 576 (2nd Cir. 1989).

The Second Circuit rejected the District Court's analysis of each factor, particularly disdaining its contention that the expressive language quoted was in this instance not copyright protected because it was indeed the facts, and facts are not subject to being copyrighted. The Court termed this gloss an unacceptable one. The Court was emphatic in rejecting any fair use consideration for unpublished material: "While we made it clear in Salinger that unpublished works normally enjoy complete protection, the district court would parse this factor also with a distinction. In this instance the distinction is between the use of protected expression to `enliven' text and the use of protected expression to communicate `significant points' about the subject. We see no need for such an approach. Where use is made of materials of an `unpublished nature' the second fair use factor has yet to be applied in favor of an infringer, and we do not do so here. " Id at 583. The Second Circuit concluded that an injunction under the circumstances would have been appropriate but for the fact that New Era had sat on its claim subjecting it to the defense of laches. The Second Circuit showed again that its value perspective is with the protection of a copyright owner's property interest, rather than in any public right to know: "The public would not necessarily be deprived of an `interesting and valuable historical study' ...but only of an infringing one." Id at 584. Finally: a "significant copyright interest certainly would be served by an injunction. Id at 584.

THE WRIGHT CASES

Margaret Walker, a distinguished author, had written a biography of Richard Wright in which she paraphrased from unpublished Wright journals contained in Yale's Beinecke Library, from unpublished letters that Wright had written to Walker, and from unpublished letters that Wright had written to his translator, Magrit de Sabloniere. Wright v. Warner Books, 748 F. Supp. 105 (S.D.N.Y. 1990). The Wright journals had been purchased for $175,000 by Yale from Ellen Wright and had specifically included a contract allowing for use. Id at 110 As to the letters Richard Wright had written to Margaret Walker, Ms. Walker had cooperated with Ellen Wright in providing her copies of all the letters when Wright was attempting unsuccessfully to publish an anthology of all of Wright's letters. Walker's original text of the book, "Richard Wright, Demonic Genius," contained substantial quotes from these varied unpublished sources. For various reasons, this version was withdrawn, and the version in question published by Warner Brothers had been severely expurgated of any quotes. Nonetheless, Wright's widow, Ellen Wright, the owner of the copyrights, sued the publisher, Warner Books, claiming copyright infringement and breach of contract.

The District Court followed the Supreme Court dictate in Nation that a case-by-case analysis with attention to the four non-exclusive fair use factors was the proper method of analysis for resolving a copyright infringement claim where fair use of unpublished works is

the claim. Here the Court found that Section 107(1)—the purpose of the use—was strongly and presumptively in favor of the publisher/author as the purpose of the use was biography by an outstanding author. Id at 108.

Section 107(2)—the unpublished nature of the work—is the heart of this case. As the Court noted, "the scope of fair use is narrower with respect to unpublished works." Id at 108. The Court also noted that the scope of fair use is greater "with respect to factual rather than non-factual works." Id at 108. The Court looked to each use of unpublished material by Walker and commented as to a passage from a previously unpublished letter that it was "paraphrased solely to convey the most basic and banal factual matter." Id at 109. With Wright's unpublished manuscript, "I Choose Exile," that resides in the Kent State University Library, the Court noted that "an unpublished work's presence in an academic library, on its own, is not the same thing as publication." Id at 110. As for the Wright journals, from which Walker had paraphrased, the Court noted that "the Wright materials are not simply available at University libraries; they were sold to Yale University's Beinecke Library for a considerable sum. The sales contract specifically states that Yale purchased the right to `use the Wright Archive,' and the University agreed to restrict access to only one manuscript not at issue here. It seems reasonable to conclude that for the purchase price, and pursuant to the sales contract, the University became free to share Wright's work with interested scholars. " Id at 110. Thus the Court makes a salient distinction between the facts in Salinger where the letters used were parts of collections deposited by someone other than the copyright holder, and here in Wright where the copyright holder herself had sold the collections to a library with a specific right for scholarly use.

The District Court made a gloss on Section 107(2) by stating that additional circumstances indicate that Walker's use of the unpublished documents is fair. Those additional circumstances, according to the Court, included the fact that Walker had paraphrased rather than quoted, that the paraphrasing involved straightforward factual reportage, and that because Wright was dead there was no privacy factor involved as there had been with Salinger. Id at 110-111. The Court considered the unpublished letters from Wright to Walker: "Walker has used the letters not to recreate Wright's creative expression, but simply to establish facts necessary to her biography, which often relies on her personal association with the late novelist." Id at 111. Despite the Court's assertion that there had been almost no use of Wright's creative expression, footnote 3 at 110 reveals that the paraphrasing is almost an exact duplicate of the original. Id at 110, 111.

The District Court looked at the amount and substantiality of use—Section 107(3)—comparing it both quantitatively and qualitatively in terms of the copyrighted work, not the infringing work. The Court found that the amount of copyright protected material used in each instance was minimal but did not give a percentage figure for how much of the unpublished material Walker had included in her book. The Court simply emphasized that Walker had not taken the core or the heart of Wright's work. Id at 112.

The Court looked finally at the impact on the market—Section 107(4)—of the use of the copyright protected material. Here the Court sought to strike a balance between the benefit to the public of the use and the personal gain to the copyright owner. The Court concluded that there had been no damage to the market for the publication of Wright's journals or his letters, and noted specifically that Wright had provided no evidence that there was any potential market for these letters. Id at 113.

The District Court looked finally to the breach of contract claim. The claim was that Walker's use of Wright's works breached a right of use contract between Walker and Yale's Beinecke Library to which Wright was a third-party beneficiary. Id at 114. The form stated: "permission to examine manuscripts is not an authorization to publish them...[The applicant] agree[s] to comply with [the relevant rules], including the requirement that Yale University Library manuscripts may not be published in whole or in part unless such publication is specifically authorized." Id at 114. The Court found that the purpose of the agreement was to prevent wholesale publishing of the manuscripts and did not prevent scholarly use: "Any more restrictive interpretation of the agreement on the use of the collected materials would amount to a finding that Yale University sought to prevent the airing of historical facts rather than the unfair exploitation of another's creative imagination or style—a finding at odds with the very purpose of a great university." Id at 114. The Court reiterates the view expressed in Salinger: "the intention and scope of (agreements like these) are to protect the literary property interests of the owner and not to give the copyright owner an arbitrary power to block legitimate non-infringing use...[restrictions like these] should be understood as applying only to quotations and excerpts that infringe copyright. To read them [otherwise] would severely inhibit proper, lawful scholarly use and place an arbitrary power in the hands of the copyright owner going far beyond the protection provided by law." (Quoting Salinger at 650 F. supp. at 427) Id at 114. The Court concluded that Yale "does not have a contractual right to preclude defendant's use of the writings at issue in this case." Id at 114. And finally, the Court noted that such use agreements do not appear to contemplate the exclusion of fair use by biographers. Id at 114.

The Second Circuit affirmed the District Court decision, emphasizing slightly different points, and using its own fair use analysis. Wright V. Warner Books, 953 F.2d 731 (2nd Cir. 1991). The Second Circuit noted that Walker's use of creative expression from unpublished letters and journals was "sparing". Id at 734. The Court found that most of Walker's use was to convey facts or ideas, but that there was a small amount of copyrighted expression to which the fair use analysis must be applied to determine whether the use was an infringing one. Id at 736.

The Second Circuit looked to all four fair use factors. The Court found that where the purpose of the use was a critical biography the use is presumptively fair. Id at 736. The Court then considered Section 107(2)—the nature of the copyrighted work. The Court concluded that the only relevant factor here is whether or not the work has been published. It criticized the district court's gloss on that factor—i.e. paraphrasing, factual reportage, and lack of a privacy interest. Thus "factor two focuses solely on the nature of the copyrighted work." Id at 738. The Court focused especially on factor 3, the amount of copyrighted material used. The Court noted that Walker used only 1% of the Wright/Walker letters and that what was used was carefully paraphrased. The Court found that from a quantitative perspective, the expressive portions taken comprised only two pages of a 428 page book. Id at 739. From this finding the Court easily concluded that there had been such a small taking of expressive material that there had been no impact on the potential market for an anthology of Wright's letters. Id at 739. The Court found that three factors weighed for the publisher and that only factor two weighted for the plaintiff. Id at 740.

The Court emphasized as to factor two—the unpublished nature of the work—that only marginal amounts of expressive content were taken from the copyrighted work, and that it in no way could supplant Wright's letters and journals. Thus: "Three of the four fair use factors clearly favor the defendants. The one that does not—the nature of the copyrighted

work—raises an obstacle to this conclusion but not an insurmountable one." Id at 740. The Second Circuit concluded that Salinger taught that use of unpublished material will normally and under ordinary circumstances not be considered a fair use. However, as the Court noted, no case has "erected a *per se* rule regarding unpublished works. The fair use test remains a totality inquiry, tailored to the particular facts of each case. Because this is not a mechanical determination, a party need not `shut-out' her opponent on the four factor tally to prevail." Id at 740. The Court seemed to weigh heavily that the use was *de minimus*, short and insignificant, and had not hurt the market value for the letters and journals.

As to the third party beneficiary claim, the Second Circuit found that such a claim was meaningless: "It defies common sense to construe this agreement as giving scholars access to manuscripts with one hand but then prohibiting them from using the manuscripts in any meaningful way with the other." Id at 741. Such an agreement would be "pointless." Finally, "because the agreement's reference to publication does not on its face refer to paraphrasing, and because plaintiff has offered no evidence or convincing rationale why the agreement would prohibit fair use, we affirm the district court's decision to dismiss plaintiff's third-party beneficiary claim." Id at 741.

The Wright case is significant in that it shows the Second Circuit working with slightly different facts from Salinger and coming to a dramatically different conclusion. Can one conclude that every court confronted with a fair use analysis as it relates to unpublished materials will bring to bear its own notions of the relative importance of each of those factors and what is required for one party to win and one to lose?

Conclusion

Underlying a court's determination on the factors is the relative value a court places on protecting property interests versus the value placed on the social interest in the public right to know. Thus, an imprecise standard invites each judge to formulate "standards" on the basis of his or her own predilections. If the judge has an underlying value scheme that favors protection of property interests and places importance on this system of protection of property as a means of encouraging creative production, that judge will look very closely at just how much copyrighted creative expression has been used by the purported infringer. If more than a *de minimus* amount of creative expression has been used, that judge will find infringement. Likewise, if the copyright holder can show any market potential for his or her work and also show that the purported infringer has usurped that market, the judge with a property protection predilection will find that there has been infringement. However, if a judge values the importance to society of increased knowledge through wide open communication, that judge will find that unprotected facts rather than creative expression have been taken. That judge will also find ways to show that only a *de minimus* amount of copyrighted material has been infringed. If the taking is insubstantial, then it is quite easy to conclude that there has been little market impact.

While value predilections are very basic in this area of the law, it is possible to compare the Second Circuit's holding in Salinger to its holding in Wright and find some significant factual differences behind the strikingly different outcomes. In Salinger the Second Circuit found that Hamilton had used Salinger's exact words to avoid being pedestrian, to enliven his biography, and that this pattern of taking creative expression continued even in the paraphrasing. Furthermore, the Second Circuit found that the amount taken was

substantial: over 40 of the 192 pages contained copyrightable material. Finally, the evidence presented showed that Salinger had a very real market value in a potential sale of his letters, put at over $500,000 by his literary agent. Given this ordering of the facts, it was easy for the Second Circuit to find that Hamilton had infringed Salinger's property rights.

However, in Wright the Second Circuit found that the amount of creative expression taken was insubstantial and that Walker had used almost none of Wright's creative expression, using his letters and journals instead as a basis to report facts. The Court found that only seven protected segments had been taken from Wright's letters and journals and that it had comprised only 1% of Wright's unpublished journals and letters. The Court also noted that Ellen Wright had been trying for years to put together a book of Wright's letters, that only Margaret Walker had provided the desired letters, and that most of the other recipients of Wright's letters, such as Ralph Ellison, had steadfastly refused to cooperate. Ellen Wright had not made a convincing case that she had a potential market interest that had been usurped. One can conclude that the factors, while assessed individually, are indeed inescapably interwoven.

Libraries can relax in the knowledge that they are not required to police user agreements and that it is the scholar who must abide by the constraints of fair use. However, it is clear that libraries must clearly put users on notice that the material is copyright protected and that the user must abide by the provisions of fair use. Likewise, libraries can rejoice in the fact that the Second Circuit has reiterated innumerable times that once materials are placed in a library the scholar has the right to use those materials within the constraints of fair use. Finally, in each of the cases reviewed the courts held unanimously that a litigant could obtain no third-party contractual rights based on the user contract signed between a library and a scholar. Libraries can rest easy that where the forms are properly constructed they will provide protection against third-party beneficiary claims.

Editor's note: *This essay was written by Angie Whaley LeClercq, Special Assistant to the Dean, University of Tennessee Libraries, Knoxville, and is included here as supplementary material. The views expressed in this article are those of the author. They have not been reviewed or endorsed by the ARL Board of Directors, and therefore do not necessarily reflect the views of the Association of Research Libraries.*

Further Reading

Benedict, Michael Les. "Historians and the Continuing Controversy over Fair Use of Unpublished Manuscript Materials." *American Historical Review* 91, no. 4, (October 1986): 859-881.

Busch, Frederick. "Public or Purloined? Novelists' Letters, Biographers' Rights." *Harper's Magazine* (August 1989): 58-61.

Crews, Kenneth D. "Unpublished Manuscripts and the Right of Fair Use: Copyright Law and the Strategic Management of Information Resources." *Rare Books and Manuscripts Librarianship* 5, no. 2, (1990): 61-70.

Fyffe, Richard C. "Fair Use After Salinger: Another Look at Copyright Law and Unpublished Manuscripts." *NEA Newsletter* 18, no. 4, (October 1991): 3-6.

Hoff-Wilson, Joan. "Access to Restricted Collections: The Responsbility of Professional Historical Organizations." *American Archivist* 46 (Fall 1983): 441-7.

Leval, Pierre N. "Toward A Fair Use Standard." *Harvard Law Review*, 103, (March 1990): 1105-1136.

Matthews, Linda M. "Copyright and the Duplication of Personal Papers in Archival Repositories." *Library Trends* 32, no. 2 (Fall 1983): 223-240.

Merrill, Lisa Vaughn. "Should Copyright Law Make Unpublished Works Unfair Game?"*Ohio State Law Journal* 51 (1990): 1399-1414.

Oakes, James L. "Copyrights and Copyremedies: Unfair Use and Injunctions." *Hofstra Law Review* 18, no. 4 (Summer 1990): 983-1003.

Peterson, Gary M. and Trudy Huskamp. *Archives and Manuscripts: Law*. Chicago: Society of American Archivists, 1985.

Smart, John. "The Professional Archivist's Responsibility as an Advocate of Public Research." *Archivaria* 16 (Summer 1983): 139-49.

Smith, Jana Malamud. "Where Does a Writer's Family Draw the Line?" *New York Times Book Review* (November 5, 1989):1, 43-44.

Weinreb, Lloyd L. "Fair's Fair: A Comment on the Fair Use Doctrine." *Harvard Law Review* 103(1990): 1137-1161.

Zissu, Roger L. "Fair Use Law Enters New Era." *The National Law Journal* (June 17, 1991): 17-24.

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Benedict, Michael Les. "Historians and the Continuing Controversy over Fair Use of Unpublished Manuscript Materials." *American Historical Review* 91 no. 4 (October 1986): 859-881.

Busch, Frederick. "Public or Purloined? Novelists' Letters, Biographers' Rights." *Harper's Magazine* (August 1989): 58-61.

Crews, Kenneth D. "Unpublished Manuscripts and the Right of Fair Use: Copyright Law and the Strategic Management of Information Resources." *Rare Books and Manuscripts Librarianship* 5 no. 2 (1990): 61-70.

Fyffe, Richard C. "Fair Use After Salinger: Another Look at Copyright Law and Unpublished Manuscripts." *NEA Newsletter* 18 no. 4 (October 1991): 3-6.

Hoff-Wilson, Joan. "Access to Restricted Collections: The Responsibility of Professional Historical Organizations." *American Archivist* 46 (Fall 1983): 441-7.

Leval, Pierre N. "Toward A Fair Use Standard." *Harvard Law Review* 103 (March 1990): 1105-1136.

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Merrill, Lisa Vaughn. "Should Copyright Law Make Unpublished Works Unfair Game?" *Ohio State Law Journal* 51 (1990): 1399-1414.

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Zissu, Roger L. "Fair Use Law Enters New Era." *The National Law Journal* (June 17, 1991): 17-24.